



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-093706-25

In the matter of: C, 335 WEST ST
BRANTFORD ON N3R3V8

Between: Mark Larose Landlord

And

MELISSA WHITING Tenant

Mark Larose (the 'Landlord') applied for an order to terminate the tenancy and evict MELISSA WHITING (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 26, 2026.

The Landlord's Legal Representative Carli De Vos and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$9,270.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,800.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

9. Interest on the rent deposit, in the amount of \$23.40 is owing to the Tenant for the period from June 15, 2025, to January 26, 2026.
10. At the start of the hearing the Tenant agreed on the rent arrears sought by the Landlord.
11. I requested submissions from both parties on eviction. The Landlord requested the Board consider a standard 11-day order. The Tenant request the Board consider a payment plan proposing to pay the Landlord \$394.00 per month towards to arrears over a period of 24 months. In the alterative she requested a 6-month delay on eviction.
12. I questioned the Tenant about her current income. She stated that she is currently working part-time with fluctuating hours of no less than 10 hours and no more than 20 hours per week. She also receives child support and government benefits, and she hopes to return to full-time employment in the future. The current monthly rent is \$1,800. She has vehicle payments of \$500.00, vehicle insurance of \$320.00 per month, fuel costs of approximately \$260.00, a cellphone bill of \$45.00, and internet expenses of \$35.00, for total monthly expenses of \$2,960.00. Her current income is \$1,740.00 per month, consisting of \$1,340.00 in benefits and child support and approximately \$400.00 from part-time work.
13. Using the Tenant's current monthly income of \$1,740.00, she falls short of her total monthly expenses of \$2,960.00, even before considering food and other basic necessities. The Tenant also testified that she expects to return to full-time employment with the school board in the near future, which would net her approximately \$1,500.00 bi-weekly. However, this income was not being earned at the time of the hearing, and I find that at this point it is speculative.
14. Additionally, the evidence stablishes that the Tenant has paid no rent for several consecutive months, including receipt of the N4 notice and after filing the application. While I accept that the Tenant has experienced serious personal and medical challenges, the history of non-payment weighs against the Tenant being able to comply with a structured repayment plan going forward.
15. I am choosing to reject the lump sum payment and preserve the tenancy. The Tenant has not made any payments towards reducing the rent arrears since being served with the N4 Notice. I find that the Tenant has neither made any good faith payments nor arranged any payment plan with the Landlord.
16. I find it difficult and unrealistic to accept the Tenant's position, as she did not present any evidence to support her claims. All the potential outcomes proposed by the Tenant are hypothetical and may or may not occur. The Tenant failed to provide any evidence to substantiate these possible outcomes. Delaying this eviction any further would be prejudicial to the Landlord, who is a small landlord. Lastly, it appears that the Tenant can no longer sustain living in this rental unit.
17. However, I am satisfied with delaying eviction. The Tenant provided evidence that she has a serious medical condition requiring ongoing chemotherapy, because of this she has

reduced work capacity and income disruption. She is the sole caregiver for her 16-year-old child and has made recent efforts to obtain rental assistance.

18. Lastly, I recognize that the Landlord has been without rent for several months and is entitled to vacant possession within a reasonable timeframe. The ongoing non-payment has placed a financial burden on the Landlord, and it is appropriate to allow them to regain possession of the unit without further delay, while still permitting the Tenant a brief and reasonable period to relocate.
19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until March 4, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$11,256.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$13,056.00 if the payment is made on or before March 4, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 4, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 4, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,371.28. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$59.18 per day for the use of the unit starting January 27, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 5, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before March 4, 2026, then starting March 5, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 5, 2026.

February 4, 2026
Date Issued

Anthony Bruno
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 5, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$11,070.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,256.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 4, 2026

Rent Owing To March 31, 2026	\$12,870.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,056.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$9,008.68
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,800.00
Less the amount of the interest on the last month's rent deposit	- \$23.40
Total amount owing to the Landlord	\$7,371.28
Plus daily compensation owing for each day of occupation starting January 27, 2026	\$59.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	