



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

File Number: LTB-L-086861-25

In the matter of: 507, 41 CROSBY AVE
RICHMOND HILL ON L4C 0B2

Between: Prophetic Non-Profit Homes (Richmond Hill) Landlord
Inc.

and

Rita Mulholland Tenantss
Cindy Sheffield

Prophetic Non-Profit Homes (Richmond Hill) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Rita Mulholland and Cindy Sheffield (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants have been persistently late in paying the Tenants' rent; (L2 Application).

This application was heard by videoconference on January 16, 2026.

The Landlord's agent, Mehran Bagheri, and the Tenants, Rita Mulholland, attended the hearing

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants was still in possession of the rental unit.
3. The lawful rent is \$1,545.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$50.79. This amount is calculated as follows: \$1,545.00 x 12, divided by 365 days.
5. It is not in dispute that the Tenants have paid \$4,490.00 to the Landlord since the application was filed and the rent arrears owing to January 31, 2026 are \$4,630.00.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

7. With respect to the L1 Application, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would not be unfair to postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act.
8. In this case, the parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order. The Landlord objected to further delay or a payment plan. The Landlord testified that they have ongoing costs associated with the rental unit which must be paid.
9. The Tenants' expenses exceed their income. The Tenant, Rita Mulholland, testified that she pays the rent with her old age income. She is a senior and has applied for a loan. The second Tenant is on ODSP and pays for the parking and storage fee which are included in the rent. Neither of the Tenants are employed. In this case, the evidence establishes that the Tenants are unable to afford the current rent and the arrears will accumulate. However, considering the Tenant's personal circumstances, I find that a short postponement is reasonable to allow the Tenants an opportunity to preserve their tenancy, or if necessary, secure alternative accommodation.

L2 Application – Persistent Late Payment of Rent

10. It is not in dispute that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 10 times from December 4, 2024 to July 14, 2025 when the N8 Notice was served. Although no rent was paid for August to October 2025, the Tenants after receiving the N8 Notice continued to pay rent late for November 2025 to January 2026.
11. With respect to the L2 Application, 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. If the Tenants void the L1 portion of this order, the tenancy will continue on the condition that the Tenants pay the rent on time for 12 consecutive months.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.

2. The Tenants may void this order and continue the tenancy by paying to the Landlord or to the Board in trust:

- \$6,361.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,906.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the Board to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after March 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants does not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 31, 2026.**
5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$2,669.46. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$50.79 per day for the use of the unit starting January 17, 2026 until the date the Tenants moves out of the unit.
7. If the Tenants does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 April 1, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenants voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay to the Landlord the lawful monthly rent in full and on time, as it comes due and owing by the 1st day of each month, for the twelve (12) month period commencing April 1, 2026 to March 31, 2027.
12. If the Tenant fails to comply with the conditions set out in paragraph 11 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act*, 2006 (the 'Act') for

an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the Board without notice to the Tenant.

February 2, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenants 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 of the Tenants expires on October 1, 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 Tenants 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	\$10,665.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,490.00
Total the Tenants must pay to continue the tenancy	\$6,361.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$12,210.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,490.00
Total the Tenants must pay to continue the tenancy	\$7,906.00

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

Rent Owing To Hearing Date	\$8,387.64
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,490.00
Less the amount of the last month's rent deposit	- \$1,140.00
Less the amount of the interest on the last month's rent deposit	- \$274.18
Total amount owing to the Landlord	\$2,669.46
Plus daily compensation owing for each day of occupation starting January 17, 2026	\$50.79 (per day)