



Order under Section 69 Residential Tenancies Act, 2006

Citation: Carebridge Community Support v Clancy, 2026 ONLTB 11016

Date: 2026-02-04

File Number: LTB-L-091856-25

In the matter of: 107 Norton Street
ALMONTE ON K0A1A0

Between: Carebridge Community Support Landlord

And

Shawna-Lea Clancy Tenant

Carebridge Community Support (the 'Landlord') applied for an order to terminate the tenancy and evict Shawna-Lea Clancy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 15, 2026.

The Landlord's Legal Representative Sara Mathew and the Tenant Shawna-Lea Clancy attended the hearing.

Determinations:

Tenant's request to raise tenant's rights issues

1. At the hearing, the Tenant requested to raise issues related to tenant's rights pursuant to section 82 of the Residential Tenancies Act, 2006, S.O. 2006, c.17 (the 'Act'), which provides that at a hearing of a Landlord's application for non-payment of rent and which requests eviction of a tenant, a Tenant may raise any issue that could otherwise be the subject of a Tenant's application.
2. However, the Act and the Board's Rules of Procedure (the Rules) also require that the Tenant either give written notice to the Landlord and the Board at least 7 days before the hearing, along with copies of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing, or give an explanation satisfactory to the Board explaining why they could not comply with those requirements. The Rules further provide that where a Tenant fails to meet the requirements outlined above, the Tenant shall not be permitted to raise issues under sections 82(1) or 87(2) of the Act.

3. It was uncontested that the Tenant failed to notify either the Landlord or the Board of their intent to raise issues under section 82 of the Act in writing at least 7 days prior to the hearing. Further, the Tenant failed to provide any satisfactory reason as to why they could not comply with those requirements. Accordingly, I denied the Tenant's request.

The Landlord's application for rent arrears

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. At the hearing, the Tenant disputed the lawful monthly rent amount, and subsequently the rent arrears amount.
7. The Landlord takes the position that the lawful rent is \$796.00, due on the 1st day of each month.
8. The Tenant disputed the lawful monthly rent, asserting that the tenancy is subject to Rent Geared to Income (RGI) and that the rent should be \$205.00 per month. The Tenant alleged an administrative error in the Landlord's RGI calculation but did not provide documentary evidence establishing that the lawful rent had been changed or reduced to that amount.
9. The Landlord provided evidence of the rent charged, and there was no evidence of a Board order or written decision from the housing provider adjusting the rent to a different amount.
10. The Board does not have jurisdiction in an L1 application to adjudicate disputes regarding the correctness of RGI calculations, eligibility, or internal housing provider assessments. Disputes regarding RGI calculations must be addressed through the housing provider's internal review process or other appropriate mechanisms. In the absence of a formal rent adjustment decision, the rent charged by the Landlord remains the lawful rent.
11. The Tenant admitted at the hearing that no rent has been paid since August 1, 2025.
12. Therefore, on the basis of the evidence before the Board, I find on a balance of probabilities that the lawful rent is \$796.00, due on the 1st day of each month, and that the rent arrears owing to January 31, 2026, are \$4,622.00.
13. Based on the Monthly rent, the daily rent/compensation is \$26.17. This amount is calculated as follows: \$796.00 x 12, divided by 365 days.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

Relief from eviction

16. The Tenant requested the Board deny eviction on the basis of an ongoing dispute regarding the calculation of their RGI rent amount, alleging administrative error by the Landlord, as well as on the basis of limited income and disability-related circumstances.
17. The Tenant admitted that no rent has been paid since August 1, 2025, including no payments after the application was filed, and acknowledged that rent was intentionally withheld pending a recalculation of RGI rent. In my view, the Tenant did not demonstrate a good faith effort to pay rent at the lawful rate, propose a viable payment plan, or establish an ability or willingness to address the arrears. The Tenant's request for relief was contingent on a speculative future recalculation of rent.
18. I have considered all of the disclosed circumstances, including health and financial limitations, in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In my view, these factors do not outweigh the significant prejudice to the Landlord arising from continued non-payment of rent and the ongoing accumulation of arrears. Moreover, the Tenant's submissions fail to prove that the Tenant is willing or able to pay their lawful rent in full and on time, or repay the rent arrears owing. Therefore, to provide relief from eviction would unfairly prejudice the Landlord.

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:**
 - \$5,604.00 if the payment is made on or before February 15, 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 February 15, 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 February 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,404.55. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$26.17 per day for the use of the unit starting January 16, 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 February 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 15, 2026, then starting February 16, 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 February 16, 2026.

February 4, 2026
Date Issued

Kyle Anderson
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 August 16, 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 15, 2026

Rent Owing To February 28, 2026	\$5,418.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,604.00

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

Rent Owing To Hearing Date	\$4,218.55
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,404.55
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$26.17 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	