



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

File Number: LTB-L-080768-25

In the matter of: 359 COMMERCIAL AVE
TIMMINS ON P4N2X8

Between: Greg Vincze Landlord

And

Terra Greanya-Leduc Tenant

Greg Vincze (the 'Landlord') applied for an order to terminate the tenancy and evict Terra Greanya-Leduc (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 Agent Greg Vincze and the Tenant Terra Greanya-Leduc attended the hearing.

Determinations:

The Tenant's request to reschedule the hearing

1. At the outset of the hearing, the Tenant requested an adjournment, stating that they had been ill for several weeks, believed they may have had COVID or pneumonia, and had therefore been unable to prepare or file materials. The Tenant also indicated that they had not arranged for a representative and wished for someone to speak on their behalf. The Landlord opposed the request.
2. I denied the request for an adjournment. The Tenant did not provide any medical documentation to support an inability to participate in the hearing, nor did they explain why no request for accommodation or adjournment had been made prior to the hearing date. The Tenant confirmed that no rent payments had been made since the last adjourned hearing, that the interim order had not been complied with, and that no tenant's rights issues had been filed. In my view, granting a further adjournment under these circumstances would unfairly prejudice the Landlord and not further the fair and expeditious resolution of the application.

The Landlord's application for rent arrears

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$900.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$29.59. This amount is calculated as follows: $\$900.00 \times 12$, divided by 365 days.
7. At the hearing, the parties agreed that some of the arrears claimed in this application arise from the rental period to July 31, 2025, which have already been resolved by order LTB-L-010457-25, which ordered repayment of \$7,300.00 in rent arrears, but did not provide for any termination of the tenancy. The parties also agreed that the Tenant has not made any payments to the Landlord towards the rent arrears up to July 31, 2025.
8. The Tenant has also not made any payments since this application was filed.
9. The rent arrears owing from August 1, 2025, to January 31, 2026, are \$5,400.00. This was uncontested at the hearing.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

Relief from eviction

12. The Tenant requested relief from eviction, asking for additional time to pay the rent arrears and stating that the arrears arose due to prolonged illness, lack of income, loss of social assistance, and delays in receiving child tax and other benefits. The Tenant stated that their current household income is \$0.00 and that they are waiting on future funds, which they believe will allow them to resolve the arrears.
13. In my view, the evidence establishes that the Tenant has not paid any rent since July 31, 2025, including since the issuance of a prior order and since the filing of this application. The Tenant acknowledged that they have no current income and that their proposal to pay the arrears is entirely dependent on speculative future funds that have not been approved or received. The Tenant did not provide any concrete or reliable plan demonstrating an ability to pay either the outstanding arrears or the ongoing monthly rent.

14. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In these circumstances, I find that granting relief from eviction would be unfair to the Landlord as the rent arrears have continued to accumulate, prior orders have not been complied with, and there is no reasonable prospect that the Tenant will be able to remedy the breach within a reasonable time.

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:**
 - \$6,486.00 if the payment is made on or before February 16, 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 16, 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 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,886.00. This amount includes all rent arrears owing up to the date of the hearing, including those arrears owing prior to August 1, 2025, 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 \$29.59 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 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 16, 2026, then starting February 17, 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 17, 2026.

February 5, 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 17, 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 16, 2026

Rent Owing From August 1, 2025, to February 28, 2026	\$6,300.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,486.00

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

Rent Owing From August 1, 2025, To Hearing Date	\$5,400.00
Application Filing Fee	\$186.00
Rent Arears owing to July 31, 2025	\$7,300.00
Total amount owing to the Landlord	\$12,886.00
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$29.59 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	