



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

File Number: LTB-L-093934-25

In the matter of: TH06, 601 FINCH AVE. W.
NORTH YORK ON M2R1N9

Between: Elm Place Inc. – 601 Finch Ave. W. Landlord

And

Simone Richards Tenant

Elm Place Inc. – 601 Finch Ave. W. (the 'Landlord') applied for an order to terminate the tenancy and evict Simone Richards (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 28, 2026.

The Landlord's representative, Sharon Harris, and the Tenant attended the hearing.

Preliminary Issue:

Request to amend the application

1. At the hearing the Landlord requested to amend the application to include a retroactive above guideline increase (AGI) rent amount to the total arrears owing. The Landlord is requesting an additional \$1,177.66, which was granted on August 13, 2025, in Board order LTB-L-012988-23.
2. The Landlord claims the amount due on the AGI order is not due until February 9, 2026.
3. The Tenant opposes the request for AGI amounts to be added to the rent arrears. The Tenant believes she had paid off the rent arrears claimed to date and intends to vacate the rental unit on or before January 31, 2026. Her last month's rent deposit will cover the outstanding rent.
4. I reserved my decision to consider the Landlord's request. Having looked at the AGI order and the L1 application, I am denying the Landlord's request to amend the L1 application. The AGI order was issued August 13, 2025. The N4 notice, the L1 application and the L1/L9 update were all filed after the AGI order was issued and did not include the retroactive rent increase. The Landlord ought to have included them at the time they were filed. I find that the last-minute request to add them at the hearing is prejudicial to the

Tenant who has not had the opportunity to review the new amount and to respond accordingly. Further, the amount of retroactive rent is not due until February 9, 2026, per the Landlord's submissions, therefore, it is not even rent arrears at this point.

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 \$2,109.62. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.36. This amount is calculated as follows: $\$2,109.62 \times 12$, divided by 365 days.
5. The Tenant has paid \$5,405.65 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$1,923.62.
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 \$1,969.77 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 \$3.17 is owing to the Tenant for the period from January 1, 2026, to January 28, 2026.
10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant intends to vacate the rental unit on or before January 31, 2026. There is no reason before me to delay or deny eviction.

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:**
 - \$4,219.24 if the payment is made on or before February 14, 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 14, 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 14, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$30.86. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$69.36 per day for compensation for the use of the unit starting January 29, 2026, until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before February 14, 2026, then starting February 15, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 15, 2026.

February 3, 2026
Date Issued

Sheena Brar
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 15, 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 14, 2026

Rent Owing To February 28, 2026	\$9,438.89
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,405.65
Total the Tenant must pay to continue the tenancy	\$4,219.24

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

Rent Owing To Hearing Date	\$7,161.73
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,405.65
Less the amount of the last month's rent deposit	- \$1,969.77
Less the amount of the interest on the last month's rent deposit	- \$3.17
Total amount owing to the Landlord	\$(30.86)
Plus, daily compensation owing for each day of occupation starting January 29, 2026	\$69.36 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	