



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

File Number: LTB-L-098039-25

In the matter of: 2, 57 TANNER DR
LONDON ON N5W6B6

Between: Marzena Szklarczyk Landlords
Pawel Szklarczyk

And

Annette Lucier Tenant

Marzena Szklarczyk and Pawel Szklarczyk (the 'Landlords') applied for an order to terminate the tenancy and evict Annette Lucier (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 2, 2026.

The Landlords and the Tenant attended the hearing.

Determinations:

1. The Landlords 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 \$1,350.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$44.38. This amount is calculated as follows: \$1,350.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,650.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026, are \$4,750.00.
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 \$1,350.00 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 \$48.74 is owing to the Tenant for the period from July 25, 2024. to February 2, 2026.
10. The Tenant did not dispute the amount of arrears owing. The Tenant testified she has been going through financial difficulty lately and asked the Board to consider a payment plan of \$200.00 per month.
11. The Landlords testified that there are 2 units in the residential complex and that without the rent being paid on one of the units they are not covering their mortgage and other expenses on the property. The Landlords have tried to work with the Tenant to accept as much as she can pay towards the arrears each month and have also paid the Tenant's utilities despite the Tenant being required to pay the utilities in the lease agreement.
12. I conducted a detailed examination of the Tenant's income versus expenses and found that the Tenant does not have available income to cover the full lawful rent each month. Therefore, the Tenant does not have the ability to honour a payment plan agreement. Without sufficient means to pay the lawful rent, this tenancy is not viable.
13. The Tenant has lived in the rental unit for 1 year and 5 months. She lives alone currently and is gainfully employed as a full-time personal support worker. The Tenant has recently investigated the Housing Stability Bank for assistance with her rent arrears and will reach out to them further.
14. The Landlords were agreeable with providing the Tenant with a 30-day delay of eviction to seek financial assistance to pay the arrears or find alternative living accommodations. Under the circumstances I find this delay to be reasonable.
15. 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 8, 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:**
 - \$4,936.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$6,286.00 if the payment is made on or before March 8, 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 8, 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 8, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,276.02. 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 \$44.38 per day for the use of the unit starting February 3, 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 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 9, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 8, 2026, then starting March 9, 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 9, 2026.

February 6, 2026

Date Issued

Melissa Anjema

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 9, 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	\$6,400.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,650.00
Total the Tenant must pay to continue the tenancy	\$4,936.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 8, 2026

Rent Owing To March 31, 2026	\$7,750.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,650.00
Total the Tenant must pay to continue the tenancy	\$6,286.00

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

Rent Owing To Hearing Date	\$5,138.76
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,650.00
Less the amount of the last month's rent deposit	- \$1,350.00
Less the amount of the interest on the last month's rent deposit	- \$48.74
Total amount owing to the Landlord	\$2,276.02
Plus daily compensation owing for each day of occupation starting February 3, 2026	\$44.38 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	