



Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the **Statutory Powers Procedure Act**

Citation: CARTY v EAGLE, 2025 ONLTB 95722

Date: 2025-12-12

File Number: LTB-L-059570-25-AM

In the matter of: 54 **GREEN GREENE** DRIVE
BRAMPTON ON L6X2R7

Between: TERENA CARTY Landlord
DENNIS CARTY

And

SARAH **EAGLE EAGLES** Tenant

TERENA CARTY and DENNIS CARTY (the 'Landlord') applied for an order to terminate the tenancy and evict SARAH **EAGLE EAGLES** (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 20, 2025.

The Landlord Terena Carty, Landlord Dennis Carty, Landlord's Legal Representative Leandra Vanessa Louis, and the Tenant Sarah **Eagle Eagles** attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order.

This amended order is issued to correct clerical errors in the order issued on December 12, 2025.

Determinations:

Preliminary Issue

1. The Tenant raised a preliminary concern that two additional individuals should be considered tenants and jointly responsible for any arrears. However, the Landlord relied on Order LTB-L-029144-25, which determined that the Tenant is the sole tenant responsible for the obligations under this tenancy. I confirmed that the prior order remains in effect and has not been reviewed, varied, or set aside. As a result, I find that the Tenant is solely responsible for the rent arrears owing in this application.

The Landlord's application for arrears of rent

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,700.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: $\$1,700.00 \times 12$, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to October 31, 2025, are \$17,000.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from eviction

10. The Tenant requested relief from eviction, submitting that they require approximately one month to pack and secure alternative accommodations. They explained that they have been the sole occupant since April 2025, are the primary caregiver of a four-year-old child, and lack sufficient funds for a new rental unit. The Tenant also stated that they need an eviction order to be eligible for placement in a shelter. They acknowledged that no rent payments have been made since January 2025.
11. The Landlord opposed relief from eviction. They submitted that the Tenant has made no rent payments for ten months, has not meaningfully communicated with the Landlord despite repeated attempts to address the arrears, and has also left utilities unpaid in the approximate amount of \$1,200.00. The Landlord explained that the ongoing non-payment has caused significant financial strain, preventing them from meeting their own expenses and delaying their planned retirement. The Landlord argued that further delays would be unfairly prejudicial and therefore opposed any relief under section 83 of the Act.
12. 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 my view, 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:**
 - \$20,586.00 if the payment is made on or before December 23, 2025. 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 December 23, 2025, 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 December 23, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$16,603.80. 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 \$55.89 per day for the use of the unit starting October 21, 2025, 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 December 23, 2025, the Tenant will start to owe interest. This will be simple interest calculated from December 24, 2025, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before December 23, 2025, then starting December 24, 2025, 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 December 24, 2025.

December 12, 2025

Date Issued

Kyle Anderson

Member, Landlord and Tenant Board

February 6, 2026

Date Amended

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 June 24, 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 December 23, 2025

Rent Owing To December 31, 2025	\$20,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,586.00

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

Rent Owing To Hearing Date	\$16,417.80
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$16,603.80
Plus daily compensation owing for each day of occupation starting October 21, 2025	\$55.89 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	