



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-088301-25-RV

In the matter of: 06, 230 HIGHWAY 8
STONE CREEK ON L8G1C9

Between: 573274 Ontario Inc o/a Valery Properties Landlord

And

Roxanne Marie Casha Tenant
Cain Samuel Strong

Review Order

573274 Ontario Inc o/a Valery Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Roxanne Marie Casha and Cain Samuel Strong (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-088301-25 issued on January 5, 2026. The Tenant's review is based on the claim they were not reasonably able to participate in the hearing held on December 16, 2025 because of unexpected medical complications.

On January 13, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 15, 2026 interim order LTB-L-088301-25-RV-IN was issued, staying the order issued on January 5, 2026

This application was heard by videoconference on February 3, 2026.

The Landlord's Agent, Tina Novak and the Tenant attended the hearing.

The parties requested the following consent order:

Determinations:

1. The Landlord did not challenge the Tenant's testimony that she did not attend the hearing on December 16, 2026 because of unforeseen medical complications related to her pregnancy. As such, the Tenants' review request is granted.
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 \$2,400.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
6. The Tenant has paid \$9,916.00 to the Landlord since the application was filed which is inclusive the Tenants payment of \$2716.00 paid in early January 2026.
7. The rent arrears owing to February 28, 2026 are \$3,284.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,400.00 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.
10. Interest on the rent deposit, in the amount of \$40.87 is owing to the Tenant for the period from April 14, 2025 to February 3, 2026.
11. 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 February 28, 2026 pursuant to subsection 83(1)(b) of the Act.
12. The Tenant was approved and is expecting a third-party payment from the Emergency Housing Fund. The Landlord is seeking an extended termination date to allow the third-party funding to be processed and paid by the end of the month. The Tenant also made arrangements with Ontario Works Program to authorize direct payment of \$1,000.00 to the Landlord for future rent to preserve the tenancy. The parties consented to an extended termination date of February 28, 2026.

On consent, it is ordered that:

1. The request to review order LTB-L-088301-25 issued on January 5, 2026 is granted.
2. Order LTB-L-088301-25 issued on January 5, 2026 is cancelled and replaced as follows:
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 1. \$3,470.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

5. 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 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
6. **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 28, 2026.**
7. 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 \$1,034.17. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$78.90 per day for compensation for the use of the unit starting February 4, 2026 until the date the Tenant moves out of the unit.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
9. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 1, 2026.

February 9, 2026
Date Issued

Sandra Macchione
Vice Chair, 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 1, 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	\$13,200.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,916.00
Total the Tenant must pay to continue the tenancy	\$3,470.00

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

Rent Owing To Hearing Date	\$11,036.70
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,916.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$40.87
Total amount owing to the Landlord	\$(1,1034.17)
Plus daily compensation owing for each day of occupation starting February 4, 2026	\$78.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	