



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

File Number: LTB-L-107019-25

In the matter of: B, 384 KING ST W
COBOURG ON K9A2N7

Between: Yatinkumar Patel Landlord

And

CLARK TIFFANY Tenant

Yatinkumar Patel (the 'Landlord') applied for an order to terminate the tenancy and evict CLARK TIFFANY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 Application).

Yatinkumar Patel (the 'Landlord') also applied for an order to terminate the tenancy and evict CLARK TIFFANY (the 'Tenant') because the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

Yatinkumar Patel (the 'Landlord') also applied for an order requiring CLARK TIFFANY (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement. (L2 Application)

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

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

The Landlord and the Tenant attended the hearing.

Determinations:

L1 Application

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 \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: $\$2,200.00 \times 12$, divided by 365 days.
5. The Tenant has paid \$1,100.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$6,600.00.
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 \$2,200.00 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 \$23.54 is owing to the Tenant for the period from August 1, 2025 to February 2, 2026.

L2 Application

10. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application.
11. The Tenant was in possession of the rental unit on the date the application was filed.
12. On November 16, 2025, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains, in part, the following allegations:

November 9, 11 and 14, 2025, the Tenant deliberately refused to turn on the heat to the building. The thermostat is in her unit.

13. The Landlord testified that the Tenant has repeatedly refused to turn on the heat for the building because she says she is afraid to because of the drug use in another unit.
14. The Tenant testified that she is afraid to turn on the heat and has gone without heat for her and her family because the vents are shared and another tenant who smokes crack, fentanyl and meth. She further testified that she believes the drugs will come through the vents and affect her children.
15. Based on the evidence before me, I find the Landlord has not proven that the Tenant has seriously impaired the safety of anyone else by failing to do turn on the heat. The Landlord provided no evidence to how any other unit or tenant is affected by the Tenant not turning on the heat.
16. Therefore, this portion of the application is dismissed.

Compensation for unpaid utilities

17. The Landlord alleges that the Tenant failed to pay the heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement.
18. The Landlord testified that the Tenant has failed to pay \$1,410.33 for heat, electricity and water costs, which are 50% of the bills.
19. The Tenant testified that since she moved into the unit there has been water leaking everywhere and there has been no water in the unit since December 22, 2025.
20. The Tenant testified that she does not want to pay for the water which is leaking all over the floor.
21. Based on the evidence before me, I find that the Tenant owes \$1,410.33 for the 50% of the heat, electricity and water costs that she was required to pay. The Tenant provided no evidence of the leaks.

Relief from eviction

22. The Landlord is seeking a standard order terminating the tenancy, with an eviction date 11 days from the date of this order.
23. The Landlord testified that he is behind on the mortgage and the house is for sale due to foreclosure.
24. The Tenant testified that she wants to move due to the condition of the unit and the problems associated with the other tenant smoking drugs in the building, but requested additional time as she is a single parent with 3 children. She further testified that she has health issues and had lost her job and she now relies on Ontario Works.
25. 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 31, 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:**
 - \$6,786.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$8,986.00 if the payment is made on or before March 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,507.12. 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 \$72.33 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 April 1, 2026.

February 13, 2026
Date Issued

Brenda Mercer
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 October 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	\$7,700.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,100.00
Total the Tenant must pay to continue the tenancy	\$6,786.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$9,900.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,100.00
Total the Tenant must pay to continue the tenancy	\$8,986.00

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

Rent Owing To Hearing Date	\$5,644.66
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,100.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$23.54
Total amount owing to the Landlord	\$2,507.12
Plus daily compensation owing for each day of occupation starting February 3, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	