



**Order under Section 21.2 of the Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006
and section 21.1 of the Statutory Powers Procedures Act**

File Number: LTB-L-073716-25-RV-AM

In the matter of: 73 SHERWOOD DR
BRANTFORD ON N3T1N3

Between: Michelle Konior Landlord

And

Alison Armes Tenant

Amended Review Order

Michelle Konior (the 'Landlord') applied for an order to terminate the tenancy and evict Alison Armes (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-073716-25 issued on November 12, 2025.

On November 27, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On November 28, 2025 interim order LTB-L-073716-25-RV-IN was issued, staying the order issued on November 12, 2025.

On December 23, 2025 interim order LTB-L-073716-25-RV-IN2 was issued, granting the review and sending the application to a de novo hearing.

This application was heard by videoconference on January 27, 2026.

The Landlord, Landlord's legal representative Elizabeth Cote, and the Tenant attended the hearing.

This amended order is issued to correct a clerical error in the order dated February 4, 2026. The amendments are underlined for ease of reference.

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 \$2,600.00. It is due on the 16th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: $\$2,600.00 \times 12$, divided by 365 days.
5. The Tenant has paid \$2,600.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 15, 2026 are \$17,050.00. This amount was not in dispute.
7. The Landlord collected a rent deposit of \$1,300.00 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.
8. Interest on the rent deposit, in the amount of \$47.16 is owing to the Tenant for the period from July 16, 2024 to January 27, 2026.
9. The Landlord incurred a filing fee of \$186.00 for the L1 application.

Relief from eviction

10. The Landlord requested a standard order. The Tenant proposed a payment plan whereby she would pay the regular monthly rent plus \$1,915.00 toward the arrears over a period of nine months.
11. The Tenant testified that she lost her job in February 2025 and has been unable to secure new employment despite her efforts. She currently resides with a friend, Amanda Gamble, who intends to assist the Tenant by attempting to pay the rent on her behalf.
12. The Tenant stated that she has no current health concerns other than anxiety. She receives \$733.00 per month in financial assistance from Ontario Works.
13. I have considered all of the circumstances disclosed, in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the "Act"). I find that it would be unfair to grant relief from eviction under subsection 83(1) of the Act. The Tenant has not demonstrated an ability to meet the proposed payment obligations, her assertion that she will obtain employment is speculative and unsupported by evidence. On a balance of probabilities, I am not persuaded that the Tenant will be able to pay the rent and arrears as proposed, and therefore the tenancy is not sustainable.

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:**
 - \$17,233.00 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. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,948.57. This amount includes rent arrears owing up to the date of the hearing. 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 \$85.48 per day for the use of the unit starting January 28, 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 February 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.
8. 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.
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 February 15, 2026.

February 4, 2026

Date Issued

Brett Lockwood

Member, Landlord and Tenant Board

February 5, 2026

Date Amended

Order Issued

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 July 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 15, 2026	\$19,650.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,600.00
<u>Application Filing Fee</u>	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,233.00

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

Rent Owing To Hearing Date	<u>\$18,709.73</u>
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,600.00
Less the amount of the last month's rent deposit	- \$1,300.00
Less the amount of the interest on the last month's rent deposit	- \$47.16
<u>Application Filing Fee</u>	\$186.00
Total amount owing to the Landlord	<u>\$14,948.57</u>
Plus daily compensation owing for each day of occupation starting February 4, 2026	\$85.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	