



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

File Number: LTB-L-098051-25

In the matter of: B-LOWER, 198 WRIGHT AVE
BELLEVILLE ON K8P4E8

Between: Robert Harris Landlord

And

Stacy Keller Tenant

Robert Harris (the 'Landlord') applied for an order to terminate the tenancy and evict Stacy Keller (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 4, 2026.

The Landlord's Agent, Rachel Grieve, the Landlord's Legal Representative, Lorrie McCullough and the Tenant attended the hearing.

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 \$1,786.75. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$58.74. This amount is calculated as follows: \$1,786.75 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$7,073.50.
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 \$1,750.00 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 \$47.27 is owing to the Tenant for the period from January 1, 2025 to February 4, 2026.
10. 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.
11. The Tenant testified that she is no longer able to make payments towards the monthly rent and the rental arrears. As a result, I find that it would be unfair to grant relief from eviction in the form of a payment plan.
12. The Tenant testified that she is in the process of moving out and sought a postponement of eviction to the end of March 2026 to move out of the rental unit as she suffered a physical injury and is unable to remove her possessions from the rental unit.
13. The Landlord's Agent, Rachel Grieve testified that the Landlord is struggling to pay his mortgage, insurance on the property and the cost of maintenance and upkeep for the rental unit as a result of the Tenant's failure to pay the rent.
14. Based on the submissions before me, I find that while it would be unfair to postpone eviction to the end of March, 2026, that it would be fair in the circumstances to grant a brief postponement of eviction to February 28, 2026 to allow the Tenant some additional time to move out of the rental unit.

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:**
 - \$7,259.50 if the payment is made on or before February 28, 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 28, 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 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,910.44. 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 \$58.74 per day for the use of the unit starting February 5, 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 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. 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.
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 1, 2026.

February 9, 2026

Date Issued

Christopher Lin

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 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	\$7,073.50
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,259.50

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

Rent Owing To Hearing Date	\$5,521.71
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,750.00
Less the amount of the interest on the last month's rent deposit	- \$47.27
Total amount owing to the Landlord	\$3,910.44
Plus daily compensation owing for each day of occupation starting February 5, 2026	\$58.74 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	