



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

File Number: LTB-L-099874-25

In the matter of: Basement (Lower Apt), 77 Dillon Dr
Collingwood ON L9Y4S4

Between: Greg Wild
Cheryl Wild
Landlords

And

Jessica Tremblay
Tenant

Greg Wild and Cheryl Wild (the 'Landlords') applied for an order to terminate the tenancy and evict Jessica Tremblay (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 9, 2026.

The Landlords, Landlord's representative Nicole Fazzari 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 \$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 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 \$11,000.00. The Tenant does not dispute the amount of rent owing.
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 \$32.15 is owing to the Tenant for the period from June 1, 2025 to February 9, 2026.

Relief from Eviction

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. This short tenancy began on March 1, 2025. The Tenant lives below the Landlords in the basement rental unit with her mother and 11-year-old child.
12. Based on the information provided by the Tenant about her financial circumstances, the Tenant has more than sufficient income to pay her expenses and the monthly rent. Despite that the rent has been unpaid since October, in part because funds were needed on an urgent basis due to a tragic family event.
13. However, the explanation why no rent was paid after October is insufficient in my view. I say this because the Tenant claimed she believed her ex-boyfriend was stealing funds from her bank account but provided no evidence that this occurred. In light of the fact that the Tenant has a surplus of income each month, it should be relatively easy to trace unauthorized amounts exiting her bank.
14. I accept the Tenant's testimony that she has intentionally withheld rent due to maintenance issues she alleges are outstanding and harassing emails about rent. The Landlord produced an email thread between the parties, which the Tenant did not dispute, in which the Tenant states

"I just got served for rent arrears from Tribunal. Im not paying rent if im being kicked out still. I signed the lease and we agreed to come up with a payment plan after I paid Dec rent if I wasn't being kicked out but clearly that's not the case. So I am not paying December rent. See you in court and you can let them know that."

15. A tenant is obligated to pay the rent for use of the rental unit until the day the tenancy ends. An N4 notice of termination is notice that if rent is not paid, the tenancy will terminate. It is the Landlord's legal right to serve this notice. The notice itself provides information about voiding the notice by paying the arrears or entering into an agreement or payment plan with the Landlord. Receipt of an N4 notice of termination is not a valid reason to stop paying rent.
16. The Landlords are elderly and small landlords. They live on the main floor of their house with the Tenant below. They rely on the Tenant's rent payments as income, and have foregone necessary medical care, and payment of bills because the Tenant is in arrears. Non-payment of rent is therefore highly prejudicial to the Landlords and has a significant impact.

17. Given the intentional refusal to pay the rent, the high arrears and the lack of good faith payments, I find it would be unfair to deny eviction in the circumstances.

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:**
 - \$11,186.00 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 \$7,404.82. 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 10, 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 17, 2026
Date Issued

Julie Broderick
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	\$11,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,186.00

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

Rent Owing To Hearing Date	\$9,450.97
Application Filing Fee	\$186.00
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	- \$32.15
Total amount owing to the Landlord	\$7,404.82
Plus daily compensation owing for each day of occupation starting February 10, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	