



Order under Section 69 Residential Tenancies Act, 2006

Citation: Gosse v Skanes, 2026 ONLTB 13972

Date: 2026-02-17

File Number: LTB-L-097702-25

In the matter of: 160 MARCY CRES
CAMBRIDGE ON N3C4H6

Between: Rebecca Gosse Landlords
John Gosse

And

Lisa Skanes Tenants
David Andruchow

Rebecca Gosse and John Gosse (the 'Landlords') applied for an order to terminate the tenancy and evict Lisa Skanes, David Andruchow (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlords and the Tenant Lisa Skanes ('LS') on behalf of both Tenants attended the hearing.

Determinations:

Proper Parties

1. The parties agreed that the Tenants' children MS and KA should be removed from this application as they are not Tenants of the rental unit.
2. The parties also agreed that John Gosse is also a Landlord and should be added to the Application.

L1 Application

3. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.

4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$3,300.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$108.49. This amount is calculated as follows: \$3,300.00 x 12, divided by 365 days.
7. The Tenants have not made any payments since the application was filed.
8. The rent arrears owing to February 28, 2026 are \$26,400.00. The Tenants do not dispute the amount of arrears owing.
9. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlords collected a rent deposit of \$3,300.00 from the Tenants 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.
11. Interest on the rent deposit, in the amount of \$106.04 is owing to the Tenants for the period from October 9, 2024 to February 9, 2026.

Relief From Eviction

12. 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.
13. I have considered that the tenancy is very short, having begun on October 15, 2024. The Tenants lives in the rental unit with their 5 children, who are teens or young adults.
14. The Tenant JS testified that she has been in dispute with the bank, who has taken funds from her account since July and won't return those funds. She could not say how much was taken, or when. Litigation has begun, according to the JS with a court date in April.
15. However, I question the reliability of the Tenant JS's oral evidence that she has allowed her paychecks to be taken by the bank without authorization for 8 months without moving those checks elsewhere. She claimed the bank was promising to pay, however, provided no details to her explanation. JS's explanation suggests a debt garnishment, which makes sense given the evidence provided regarding JS's re-possessioned vehicle.
16. The Tenant JS failed to provide detailed oral testimony or any documentary support about the litigation with the bank, the amount she claims the bank owes her or her likelihood of success. It would be prejudicial to the Landlords to postpone termination based on the uncertain nature of the Tenant's litigation outcome.
17. The Tenants asks for an extension to April so they can pay all the arrears. JS also promised to pay the rent in March and April.
18. Based on the financial information provided by JS, the Tenants' income is enough to pay the monthly rent and expenses, however there is nothing remaining to pay arrears of rent. The arrears are substantial at \$26,400.00. The Tenants paid nothing since the application

was filed, despite having sufficient income. This suggests the Tenants are unwilling or unable to pay the rent. A delay to April risks unpaid arrears exceeding \$30,000.00, which is significantly prejudicial to the Landlord.

19. The Landlords provided undisputed evidence that after the Tenants paid the first three months of the tenancy, JS's father, on the Tenants' behalf, directly paid rent to the Landlords from January 2025 to July, 2025. This confirms for me the Tenants are unable or unwilling to manage finances to pay the monthly rent in full and on time. It also confirms there is significantly more to the Tenants' difficult financial circumstances suggesting it is unlikely the tenancy is financially viable.
20. For the reasons above, I find it would be unfair to the Landlords to deny eviction in the circumstances. However the difficulty finding alternate accommodation for 7 people may take more time. Therefore, it would not be unfair to postpone eviction to February 28, 2026.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$26,586.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 28, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$20,856.37. 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 Landlords owe 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 Tenants shall also pay the Landlords compensation of \$108.49 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 Tenants do not pay the Landlords 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 Landlords 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 Landlords 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	\$26,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$26,586.00

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

Rent Owing To Hearing Date	\$24,076.41
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,300.00
Less the amount of the interest on the last month's rent deposit	- \$106.04
Total amount owing to the Landlord	\$20,856.37
Plus daily compensation owing for each day of occupation starting February 10, 2026	\$108.49 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	