



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

File Number: LTB-L-102132-25

In the matter of: 43, 849D DEVINE ST
SARNIA ON N7T1X4

Between: Skyline Real Estate Holdings Inc. C/O Skyline Living Landlord

And

Emmalea MacDonald Tenants
James Thomas (aka Gwynn Thomas)

Skyline Real Estate Holdings Inc. C/O Skyline Living (the 'Landlord') applied to the Landlord and Tenant Board ('LTB') for an order to terminate the tenancy and evict Emmalea MacDonald and James Thomas (aka Gwynn Thomas) (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The application was scheduled to be heard by video conference on February 10, 2026. Trevor Scheib, Licenced Paralegal, represented the Landlord. Gwynn Thomas attended on behalf of the Tenants and was self-represented.

The parties elected to participate in LTB facilitated mediation with the assistance of Joanne Lolato, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board.

The parties agreed to resolve all the issues in the application and further agreed to the LTB issuing an Order on consent confirming their agreement. I, as Dispute Resolution Officer and Hearing Officer, am satisfied that the parties understood the terms of their consent as set out in the Order below.

The parties agreed that:

- a. The Landlord's application is amended to add **(aka Gwynn Thomas)** to the name of Tenant, James Thomas.
- b. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
- c. As of the hearing date, the Tenants were still in possession of the rental unit.

- d. The lawful rent effective February 1, 2026, is \$1,058.43. It is due on the 1st day of each month.
- e. Based on the Monthly rent, the daily rent/compensation is \$34.80. This amount is calculated as follows: \$1,058.43 x 12 months, divided by 365 days.
- f. The Tenants have paid \$2,098.90 to the Landlord since the application was filed.
- g. The rent arrears owing to February 28, 2026, are \$1,045.71.
- h. The Tenants shall pay the Landlord incurred costs of \$186.00 for filing the application.
- i. The Landlord collected a rent deposit of \$1,058.43 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.
- j. Interest on the rent deposit, in the amount of \$2.50 is owing to the Tenants for the period from February 1, 2026 to February 10, 2026.

On consent of the parties, it is ordered that:

1. The Landlord's application is amended to change the Tenants name from **James Thomas** to **James Thomas (aka Gwynn Thomas)**
2. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
3. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$1,231.71 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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.
5. **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.**
6. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$539.65. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenants \$34.80 per day for compensation for the use of the unit starting February 11, 2026 until the date the Tenants move out of the unit.
7. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

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 18, 2026

Date Issued

Joanne Lolato

Hearings Officer, 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 Tenants 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	\$3,144.61
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,098.90
Total the Tenants must pay to continue the tenancy	\$1,231.71

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

Rent Owing To Hearing Date	\$2,434.18
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,098.90
Less the amount of the last month's rent deposit	- \$1,058.43
Less the amount of the interest on the last month's rent deposit	- \$2.50
Total amount owing to the Landlord	\$(539.65)
Plus daily compensation owing for each day of occupation starting February 11, 2026	\$34.80 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	