



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Ross v Stroud, 2026 ONLTB 14895

Date: 2026-02-13

File Number: LTB-L-078410-25-RV

In the matter of: 6, 2639 KEELE STREET
NORTH YORK ON M6L2P2

Between: Arnold Ross Landlord

And

Chelsea Stroud Tenant

Review Order

Arnold Ross (the 'Landlord') applied for an order to terminate the tenancy and evict Chelsea Stroud (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-078410-25 issued on December 5, 2025. Only the Landlord attended at the original hearing on November 25, 2025.

On January 16, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 19, 2026, interim order LTB-L-078410-25-RV-IN was issued, staying the order issued on December 5, 2025.

This review was heard by videoconference on February 10, 2026.

The Landlord, the Tenant, the Tenant's witness, Michaela De Sousa, and the Tenant's representative, Anum Malik, attended the hearing.

Determinations:

The Review

1. For the following reasons, the Tenant's request to review order LTB-L-078410-25 issued on December 5, 2025 is granted.
2. The Tenant stated that she is a single mother of six-year-old autistic twins. She stated that since their diagnosis in October 2025, they have been attending schools which provide specialized programs for her children. Both children are picked up by separate private school buses at 9:15 a.m. at the end of her driveway. As such, she anticipated that she would only be slightly late signing into the hearing. Unfortunately, one of her children's school buses was

late, resulting in her signing into the hearing later than expected. She discovered that her matter had been heard at 9:55 a.m.

3. While the Tenant did not produce any documentary evidence, such as a letter from the school bus company, or witness to corroborate her testimony, I found it plausible that there could have been a school bus delay which resulted in her signing into the hearing late. Given that the hearing docket from November 25, 2025 confirms that the Tenant signed into the hearing that morning, albeit late, I am satisfied that the Tenant intended to attend the hearing.
4. On the basis of the evidence before me, I am satisfied that the Tenant was not reasonably able to participate in the proceeding. Therefore, the Tenant's request to review order LTB-L-078410-25 issued on December 5, 2025 is granted.

The *de novo* application

Preliminary Issues

Is the N4 notice defective?

5. The Tenant's representative suggested that the N4 notice was defective for the following reasons:
 - a) the rental unit address is identified as Toronto when, in fact, it is North York; and
 - b) there were no amounts indicated in the "Rent Paid" column on page 2
6. I am not persuaded by the Tenant's representative that the N4 notice is defective. North York is a district within the City of Toronto. Pursuant to section 212 of the Act, I am satisfied that identifying the unit as Toronto on the N4 notice is sufficient for me to find that the notice substantially complies with notice requirements.
7. In my view, there is no requirement for the Landlord to put an amount in the "rent paid" column on page 2 if the Tenant did not pay the Landlord rent. It should be noted, however, that the Landlord entered \$00 in that column.
8. I am satisfied that the N4 notice is not defective.

The application

9. 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The lawful rent is \$1,313.00. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$43.17. This amount is calculated as follows: \$1,313.00 x 12, divided by 365 days.
13. The Tenant has paid \$2,000.00 to the Landlord since the application was filed.

14. The rent arrears owing to February 28, 2026 are \$8,376.00. The Tenant does not dispute this amount.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

Relief from eviction

17. The Tenant does not dispute that she has only paid \$2,000.00 to the Landlord for rent since July 2025. She said that she lost her job in July or August 2024 after which she relied on employment insurance. She fell into arrears of rent after her employment insurance ended. Currently, her only source of income is the child tax benefit.
18. The Tenant stated that receiving an official diagnosis that her children have autism has now allowed her to apply for various support and resources from which she expects to receive considerable payments in the near future. She has now completed her income tax returns and expects to receive a refund in the range of \$8,500.00. She also plans to apply for OW and expects to have sufficient funds to pay rent and expenses going forward.
19. The Tenant stated that she would never be able to find another unit in her price range. She admitted that if she moved, arrangements could be made to have her children's school buses pick them up from a new location, but that it would likely take about three weeks to organize. She wanted to stay in the unit to ensure that her children's access to specialize programs was not jeopardized. She suggested that she could pay her rent on March 1, 2026, and proposed paying the Landlord an additional \$400.00 towards rent arrears starting in May 2025. In essence, the Tenant sought a twenty-two-month payment plan to pay back the rent arrears.
20. The Landlord declined the Tenant's proposed payment plan, stating that he does not believe the Tenant intends to pay the rent arrears. He stated that he is not a young person and the Tenant's refusal to pay rent is very aggravating for him. He said he has to use his line of credit, on which he pays interest, in order to defray the cost of not receiving rent from the Tenant. He requests that the tenancy be terminated as soon as possible.
21. 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 March 31, 2026 pursuant to subsection 83(1)(b) of the Act. I say this because the Tenant has received no confirmation from any of her many applications that she has been approved for any benefits or lump sum payments. At this point in time, any money the Tenant expects to receive is speculative. Given that the Tenant's only current source of income is the child tax benefit, which she admitted she uses for food and other expenses, I am not satisfied that the Tenant has the ability to pay rent, let alone the arrears. Delaying the eviction provides the Tenant with a little extra time to find a new place to live and organize bus pick up for her children, while minimizing prejudice to the Landlord, especially since there is no last month's rent deposit.

It is ordered that:

1. The request to review order LTB-L-078410-25 issued on December 5, 2025 is granted.

2. Order LTB-L-078410-25 issued on December 5, 2025 is cancelled and cannot be enforced.
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$8,577.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,890.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
5. 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 March 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 6. **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 March 31, 2026.**
 7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,695.70. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 8. The Tenant shall also pay the Landlord compensation of \$43.17 per day for the use of the unit starting February 11, 2026 until the date the Tenant moves out of the unit.
 9. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
 10. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 11. 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 April 1, 2026.

February 13, 2026
Date Issued

Karen Gonçalves
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 October 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	\$10,376.00
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Total the Tenant must pay to continue the tenancy	\$8,577.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$11,689.00
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Total the Tenant must pay to continue the tenancy	\$9,890.00

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

Rent Owing To Hearing Date	\$9,494.70
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Total amount owing to the Landlord	\$7,695.70
Plus daily compensation owing for each day of occupation starting February 11, 2026	\$43.17 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	