



Order under Section 69 Residential Tenancies Act, 2006

Citation: Confessions INN the rain v Sanders, 2026 ONLTB 15035

Date: 2026-02-20

File Number: LTB-L-081310-25

In the matter of: 14, 5384 KITCHENER ST
NIAGARA FALLS ON L2G1B7

Between: Confessions INN the rain Landlord

And

Tricia Ann-Marie Sanders Tenant

Confessions INN the rain (the 'Landlord') applied for an order to terminate the tenancy and evict Tricia Ann-Marie Sanders (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 11, 2026.

The Landlord's Legal Representative, Rensiha Cox, 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 \$1,150.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.81. This amount is calculated as follows: \$1,150.00 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 \$8,050.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.

Relief from Eviction:

9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. At the hearing, the Tenant stated that she would like to enter a payment plan in the amount of \$400.00 per month toward the rental arrears in addition to her ongoing monthly rent. The Tenant testified that she is employed as a personal support worker and earns approximately \$2,000.00 per month. She stated that her other monthly expenses total approximately \$400.00 and that she could, if necessary, obtain additional hours of work to increase her income. The Tenant requested additional time to pay the arrears and proposed a monthly payment of \$400.00 toward the outstanding amount.
11. The Landlord opposed the proposed payment plan. The Landlord's legal representative submitted that the tenancy is relatively new and that the Tenant fell into arrears shortly after it began. The Landlord further submitted that the Tenant has made no payments since the L1 application was filed in September 2025. The Landlord relies on the rental income to cover the residential complex's monthly operating expenses, and the outstanding arrears have already caused financial hardship.
12. Based on the evidence before me, I find that this tenancy is no longer viable. Having considered the Tenant's stated income and monthly expenses, I am not satisfied that the Tenant would be able to comply with a reasonable payment plan while also maintaining the ongoing rent. In addition, the Landlord does not hold a last month rent deposit. In these circumstances, any delay in eviction would prejudice the Landlord and cause further financial hardship.

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:**
 - \$8,236.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,386.00 if the payment is made on or before March 3, 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 March 3, 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 March 3, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,501.91. 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.
6. The Tenant shall also pay the Landlord compensation of \$37.81 per day for the use of the unit starting February 12, 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 March 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 4, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 3, 2026, then starting March 4, 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 4, 2026.

February 20, 2026
Date Issued

Joy Xiao
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 4, 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	\$8,050.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,236.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 3, 2026

Rent Owing To March 31, 2026	\$9,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,386.00

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

Rent Owing To Hearing Date	\$7,315.91
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$7,501.91
Plus daily compensation owing for each day of occupation starting February 12, 2026	\$37.81 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	