



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

File Number: LTB-L-099314-25

In the matter of: APT #3, 648 MAIN STREET
SAUBLE BEACH ON N0H2G0

Between: 2293106 ONTARIO INC. Landlord

And

SHANNON FISHER Tenant
CRAIG MORGAN

2293106 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict SHANNON FISHER and CRAIG MORGAN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 4, 2026.

The Landlord's Agent Milo Chelby, Landlord's Legal Representative Jennifer Lambe, Landlord's Legal Representative John Leaonard Lambe, and the Tenant Craig Morgan attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 \$1,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: \$1,700.00 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 \$10,200.00. This was undisputed at the hearing.

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 \$1,700.00 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 \$72.82 is owing to the Tenant for the period from April 1, 2024 to February 4, 2026.

Relief from eviction

10. The Tenant requested relief from eviction on the basis of personal hardship. He testified that he is now a single parent and that his child is autistic, making a move particularly disruptive. The Tenant stated that he expects to begin receiving ODSP and, together with child benefits, anticipates a monthly income of approximately \$3,900.00. He proposed to pay the ongoing rent as it comes due and to pay an additional \$500.00 per month toward the arrears, which would result in a repayment period of approximately twenty-one months. The Tenant acknowledged that he has withheld rent and understood that he was not permitted to do so.
11. The Landlord opposed relief and sought a standard order for termination. The Landlord's representative submitted that the arrears remain outstanding because the Tenant has chosen not to make payments and that the proposed repayment plan would extend for a lengthy period of time. The Landlord argued that further delay would create ongoing financial prejudice.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. While I accept that moving will be difficult for the Tenant and his family, I am not satisfied that the proposed plan is realistic or fair in light of the amount of arrears and the extended timeline for repayment. In my view, given these circumstances, granting relief would unfairly prejudice the Landlord.

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:**
 - \$10,386.00 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 \$7,136.74. 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 \$55.89 per day for the use of the unit starting February 5, 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

Kyle Anderson
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	\$10,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,386.00

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

Rent Owing To Hearing Date	\$8,723.56
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$72.82
Total amount owing to the Landlord	\$7,136.74
Plus daily compensation owing for each day of occupation starting February 5, 2026	\$55.89 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	