



**Order under Section 69 / 88.2  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-102882-25

**In the matter of:** MAIN UNIT, 65 HEWITT CRES  
AJAX ON L1S7A6

**Between:** Melissa Enmore Landlord

**And**

Allyson Adderley Tenant

Melissa Enmore (the 'Landlord') applied for an order to terminate the tenancy and evict Allyson Adderley, Stephen Saunders II, Seth Saunders and Shiloh Adderley (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also applied for an order requiring the 'Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on January 27, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Louis Robinson, a lawyer licensed to practise law in Ontario.

**Preliminary Matter:**

1. The Tenant asked that her minor children named in the application be removed from the application and this order. The named children are 9, 7 and 3 years of age. The Tenant is correct in her submission that the children are not parties to the tenancy agreement because they are minor and therefor should not have been named on the application, I have removed the minor children as respondents.
2. The Landlord's lawyer expressed some concern about a confusion in names between the oldest minor child and the. The Tenant expressly testified that Stephen Saunders is only an occupant of the rental unit and not a co-Tenant. The Landlord provided no evidence that the Tenant's live-in partner Stephen Saunders was a party to the tenancy agreement. It is based on this testimony that I have removed the child Stephen Saunders II from the application and this order.

**Determinations:**

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, I have made the order below terminating the tenancy.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. On November 13, 2025, the Landlord gave the Tenant an N8 notice of termination effective January 14, 2026. The notice of termination contains the following allegation: that the Tenant has not made a single payment of rent in the months April 2025 through January 2026.
6. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 15<sup>th</sup> day of each month. The rent has been late 10 of the 10 months in the period April 2025 to January 2026. Nonpayment of rent is also late payment of rent. The Tenant currently is \$35,500.00 in arrears of rent. However, the Landlord must file a rent arrears application in order to obtain an order for these arrears.
7. At the hearing, the Landlord abandoned her claim for utilities as, in her words, "she just wants the tenancy terminated and the bleeding to stop."
8. Based on the Monthly rent, the daily compensation is \$115.07. This amount is calculated as follows: \$3500.00 x 12, divided by 365 days.
9. The Landlord is entitled to daily compensation from the termination date.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$3,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$208.43 is owing to the Tenant for the period from August 15, 2023 to January 27, 2026.
12. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay in daily compensation.
13. 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 17, 2026 pursuant to subsection 83(1)(b) of the Act.
14. The Tenant requested a 3-month delay in eviction because she has a 9-, 7-, and 3-year-old as well as a 4-month-old. The Tenant has been unemployed since she lost her job in March of 2025. The Tenant was not able to provide any information about income earned by the adult occupant of the rental unit other than to say that he cannot legally work in Ontario.
15. The Landlord has suffered tremendous hardship because of the Tenant's failure to pay rent for almost a year and was very gracious in acceding to my suggestion that this family be granted 45 days to find new accommodation. In these circumstances, to delay eviction further would be an injustice.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 17, 2026.
2. If the unit is not vacated on or before March 17, 2026, then starting March 18, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 18, 2026.
4. The Landlord owes \$3,708.43 which is the amount of the rent deposit and interest on the rent deposit plus the \$186.00 filing fee.
5. The Landlord is entitled to deduct from the amount owing to the Tenant \$115.07 per day for every day that the Tenant remains in the unit after January 14, 2026.

**February 23, 2026**  
**Date Issued**

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Christina Budweth  
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 of the Tenant expires on August 14, 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.

