



Order under Section 69 Residential Tenancies Act, 2006

Citation: Rawther v Sandford, 2026 ONLTB 16308

Date: 2026-02-24

File Number: LTB-L-103114-25

In the matter of: 21 MCFEETERS CRES
BOWMANVILLE ON L1C4G6

Between: Ameena Beegum Jamaludeen Rawther Landlord

And

Erin Sandford Tenant

Ameena Beegum Jamaludeen Rawther (the 'Landlord') applied for an order to terminate the tenancy and evict Erin Sandford (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 17, 2026.

The Landlord, the Landlord's legal representative, D. Berezowska, and the Tenant attended the hearing.

Determinations:

Section 82 Issues

1. At the onset of the hearing, I raised a preliminary issue with the Tenant's intention to raise issues under section 82 of the *Residential Tenancies Act, 2006*, the ("Act"). The Tenant acknowledged that she did not provide the Landlord with a written description of the issues she intended to raise at the hearing as required under section 82 of the Act and Rule 19.4 of the Board's Rules of Procedure. As a result, the Tenant was not permitted to raise any issues under section 82 of the Act. The Tenant still has an opportunity to bring her own application(s) against the Landlord to address the issues the Tenant sought to raise at this hearing under section 82.

Arrears

2. 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.

3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,750.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$90.41. This amount is calculated as follows: $\$2,750.00 \times 12$, divided by 365 days.
6. The Tenant has paid \$500.00 to the Landlord since the application was filed.
7. The rent arrears owing to February 28, 2026 are \$5,500.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,750.00 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.
10. Interest on the rent deposit, in the amount of \$36.71 is owing to the Tenant for the period from July 1, 2025 to February 17, 2026.
11. The Tenant does not dispute the arrears owing.
12. The Tenant testified that she lost her employment in November 2025 due to her children's health issues. Both her 16-year-old daughter and 13-year-old son are experiencing medical concerns and are scheduled to see a physician in the upcoming weeks.
13. The Tenant testified that she has been in receipt of Ontario Works (OW) benefits; However, those benefits were suspended in December 2025 after her husband was laid off. She explained that OW required her husband to exhaust all available sources of income before benefits would continue. The Tenant stated that the family recently relocated from Alberta and that her husband is awaiting a copy of his Record of Employment (ROE) from his former employer in order to apply for EI benefits. The Tenant testified that if the ROE is not received by March 4, 2026, OW will proceed to make a determination regarding the continuation of her benefits.
14. The Tenant further testified that an application has been submitted to the Housing Stability Program, which may provide up to \$5,000.00 towards rental arrears. Although funding has not yet been confirmed, the Tenant testified that the application has been filed and anticipates receiving the maximum available benefit.
15. The Tenant testified that once OW benefits resume, she expects to receive between \$1,350.00 to \$1,400.00 per month. She further testified that her mother resides with the family and receives approximately \$2,200.00 per month in income. The Tenant submits that the arrears can be paid in full upon approval of the Housing Stability Program application, the reinstatement of OW, and her husband's receipt of E.I. benefits. The Tenant requests time until April 2026 to allow these matters to be resolved. In the interim, the Tenant testified that she is able to pay the March 2026 rent in full by March 1, 2026.

16. The Landlord is opposed to a payment plan. The Landlord testified that she is the sole income earner in her household and has two children to support. She stated that she is currently struggling to meet her own financial obligations, including paying \$2,250.00 per month in rent for her residence, in addition to utilities, while also servicing the mortgage on the rental property. The Landlord testified that she has relied on her line of credit to cover the mortgage payments and property taxes for the rental property, and that the rent charged does not fully cover those expenses. The Landlord further submitted that the arrears were \$500.00 at the time the application was filed and have since increased by \$5,000.00. The Landlord requests a standard order.
17. On the basis of the submissions made before me, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'). Pursuant to subsection 83(1)(b) of the Act, I must determine whether it would be unfair to refuse or postpone the eviction and, if a postponement is appropriate, the length of that postponement.
18. In the event eviction is ordered, the Tenant requests a 90-day postponement to vacate the rental unit. The Tenant testified that the household does not have the financial capacity to secure first and last month's rent for alternative accommodation. The Tenant further submitted that eviction would be prejudicial to her children, given their ongoing medical concerns and the recent relocation from Alberta.
19. I have carefully considered the Tenant's 90-day postponement request. However, the evidence does not establish that the Tenant presently has the financial capacity to sustain the tenancy during that period. The arrears have increased by \$5,000.00 since the application was filed. The Tenant testified that neither she nor her husband currently have income. Although another adult house member receives \$2,200.00 per month, this amount does not cover the lawful monthly rent.
20. The Tenant relies on anticipated benefits from OW, EI and the Housing Stability Program, however, there were no documentary documents before me confirming that these applications have been approved, nor any evidence indicating when funds, if approved, would be released. While the Tenant testified that she could pay March 2026 rent on or before March 1, 2026, there was no evidence of an available source of income to support that assertion. In the circumstances, permitting the tenancy to continue beyond a short postponement would likely result in further arrears in circumstances where there is no reliable evidence that those arrears could be cured.
21. In reaching this determination, I have considered the health concerns of the Tenant's children, the relatively short duration of the tenancy (approximately seven months), and the principal that eviction is a remedy of last resort. I have considered whether a payment plan or further postponement would be appropriate. However, given the absence of reliable evidence of current or imminent income, the significant increase in arrears, and the prejudice to the Landlord if the arrears continue to accumulate, I am not satisfied that preserving the tenancy is viable. In the circumstances, I find that a brief postponement of eviction to March 31, 2026 is reasonable and appropriate.

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:**
 - \$5,686.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,436.00 if the payment is made on or before March 31, 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 31, 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 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,686.26. 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 \$90.41 per day for the use of the unit starting February 18, 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 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.
 8. 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.
 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 April 1, 2026.

February 24, 2026
Date Issued

Mayra Sawicki
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	\$6,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Total the Tenant must pay to continue the tenancy	\$5,686.00

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	\$8,750.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Total the Tenant must pay to continue the tenancy	\$8,436.00

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

Rent Owing To Hearing Date	\$4,786.97
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Less the amount of the last month's rent deposit	- \$2,750.00
Less the amount of the interest on the last month's rent deposit	- \$36.71
Total amount owing to the Landlord	\$1,686.26
Plus daily compensation owing for each day of occupation starting February 18, 2026	\$90.41 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	