



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-095569-25

In the matter of: B, 18527 Dundas St. (City Rd 18)
Martintown ON K0C1S0

Between: Sheila Clementine Clarke Landlord

And

Rachel Keusch Tenant

Sheila Clementine Clarke (the 'Landlord') applied for an order to terminate the tenancy and evict Rachel Keusch (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 22, 2026.

The Landlord 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 \$1,250.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.10. This amount is calculated as follows: \$1,250.00 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 January 31, 2026 are \$5,400.00, which is not disputed.
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. The Landlord sought a standard order for termination.
10. The Tenant sought relief from eviction and sought a payment plan for a period of 3 years. I asked the Tenant questions in relation to her financial situation to see if the payment plan the Tenant was offering could be afforded. Given the Tenant's financial situation, I am not satisfied that the Tenant can afford a payment plan and her ongoing rent on a monthly basis. The Tenant provided testimony that she has an income of about \$500.00-\$550.00 weekly, and that her expenses include child support of \$618.00 a month, she has court fees due on the 15th of every month, and that she has car insurance payments.
11. With the Tenants monthly income of around \$2,200.00, less her child support payments of \$618.00, and her monthly rent of \$1,250.00, there is only \$332.00 remaining of her monthly income and that does not include her court fees and her car insurance in this calculation.
12. The Landlord opposed the payment plan given the length of the payment plan being offered by the Tenant and the financial prejudice it would have on the Landlord.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$6,836.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$8,086.00 if the payment is made on or before March 10, 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 10, 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 10, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,240.20. 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 \$41.10 per day for the use of the unit starting January 23, 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 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 11, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 10, 2026, then starting March 11, 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 11, 2026.

February 27, 2026
Date Issued

Samantha Greaves
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 11, 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	\$6,650.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,836.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 10, 2026

Rent Owing To March 31, 2026	\$7,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,086.00

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

Rent Owing To Hearing Date	\$5,054.20
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,240.20
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$41.10 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	