



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

File Number: LTB-L-079645-25

In the matter of: 182 WELLINGTON ST E
CHATHAM ON N7M3P3

Between: Jessica Ross Landlords
James Farrell

And

Shannon Gauthier Tenant

Jessica Ross and James Farrell (the 'Landlords') applied for an order to terminate the tenancy and evict Shannon Gauthier (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 19, 2026.

One of the Landlords, Jessica Ross (JR), and the Tenant attended the hearing.

Determinations:

1. The Landlords 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 Tenant did not dispute that the rent arrears owing to February 28, 2026 are \$11,900.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There was no dispute that the Landlords collected a rent deposit of \$1,700.00 from the Tenant and this deposit is still being held by the Landlords. 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 \$22.89 is owing to the Tenant for the period from July 1, 2025 to February 19, 2026.

Serious Breach

10. Section 83(3) of the *Residential Tenancies Act, 2006* (the 'Act') provides that the LTB shall refuse to grant an eviction where satisfied that the Landlord is in serious breach of the Landlord's responsibilities under this Act.
11. The Tenant asserts that the Landlord is in serious breach of their maintenance obligations under the Act as there are leaks and black mold in the rental unit. The Tenant stated that there are issues with the toilet in the upstairs bathroom having no handle or casing, and the seal is missing causing her to have to use towels around the base. She also stated that the shower/tub water leaks into the kitchen which now has mold. She further stated that she reported these issues in July 2025 to the Landlords and was told the toilet would be replaced. However, she asserts that although she contacted the Landlords again two weeks later, no repairs have been completed and she has not followed up with the Landlords in regard to these issues.
12. JR stated that the Tenant had mentioned a sink leak but anytime they attempt to contact the Tenant she does not answer. JR also stated that she has attempted to speak over the phone with the Tenant, but the Tenant screamed at her and hung up. JR further stated that she went to the rental unit, but the Tenant refused to answer the door.
13. The evidence before me was insufficient to find that there are serious outstanding repairs needed in the rental unit. The Tenant asserts water leaks and mold, yet has not complained to the Landlords again about the issue for over six months, has not contacted By-Law Enforcement, nor has she filed her own application for these alleged serious issues in her unit. I find it unlikely that if there were continuous on-going leaks or a serious issue of mold at the present time in her unit, she would not have filed further or other complaints. The Tenant did not provide any photos of the alleged affected areas or copies of her complaints to the Landlords specific to these issues asserted. Consequently, I am not satisfied that the eviction should be refused pursuant to subsection 83(3) of the Act.

Relief From Eviction

14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
15. JR requested an order for eviction as soon as possible. She stated that it is not easy to work with the Tenant and the rent arrears owing are significant.

16. The Tenant stated that she lost her job in October 2025 and is in the process of looking for a new job as well as just starting school. She requested a payment plan wherein she could pay the monthly rent plus \$300.00 each month until caught up. She stated she is expecting moneys from OSAP to cover her schooling and living expenses and said she should receive \$27,900.00 in three allotments, March 1, 2026, May 1, 2026 and July 1, 2026.
17. The Tenant confirmed at present, she has no income source, but her monthly expenses are minimal being about \$300.00 for utilities/cellphone and then food costs. She stated that she has a vehicle, but does not have any car payments or insurance as it is currently off the road. She gets around via her e-bike.
18. The rent arrears have increased significantly to \$11,900.00 since this application was filed claiming arrears of \$3,400.00 as the Tenant has not made any payments to the Landlords. The rent arrears started in August 2025, although the Tenant asserted she lost her job in October 2025. The Tenant currently has no income and is relying only on expected funds from OSAP. In these circumstances, I find that it would be unfair to grant a repayment plan.
19. Although the Tenant resided in the unit prior to these Landlords taking over, this tenancy only commenced as of July 1, 2025, and no payments have been received by the Landlords since that time. Therefore, I find it would be unfair to delay the eviction more than the standard timeframe of eleven days.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$12,086.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$13,786.00 if the payment is made on or before March 8, 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 8, 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 8, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,725.02. 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 Landlords owe 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 Landlords compensation of \$55.89 per day for the use of the unit starting February 20, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before March 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 9, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 8, 2026, then starting March 9, 2026, the Landlords 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 Landlords on or after March 9, 2026.

February 25, 2026
Date Issued

Lisa Del Vecchio
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 9, 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	\$11,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,086.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 8, 2026

Rent Owing To March 31, 2026	\$13,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,786.00

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

Rent Owing To Hearing Date	\$11,261.91
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	- \$22.89
Total amount owing to the Landlord	\$9,725.02
Plus daily compensation owing for each day of occupation starting February 20, 2026	\$55.89 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	