



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

File Number: LTB-L-100266-25

In the matter of: 211, 23 THUNDER GROVE
SCARBOROUGH ON M1V0G6

Between: Ridgford Charitable Foundation Landlord

And

Shania Rock Tenant

Ridgford Charitable Foundation (the 'Landlord') applied for an order to terminate the tenancy and evict Shania Rock (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's representative, Sabrina Marchionne, 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). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$1,937.00. It is due on the 1st day of each month.
4. The Tenant has paid \$3,416.00 to the Landlord since the application was filed.
5. The rent arrears owing to February 28, 2026, are \$3,692.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$3,878.00.

8. 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 8, 2026 pursuant to subsection 83(1)(b) of the Act.
9. The Tenant testified that she is a full-time student, and her studies end on March 6, 2026. She is pregnant and works at the local school board part-time. She testified that she was supposed to start full-time work in January 2026 and that she has filed a related grievance with the union. The Tenant is expecting a positive outcome and believes she will begin full-time work in March. She submits that a 12-month payment plan would be ideal for her.
10. The Landlord opposes a long payment plan because the Tenant received help from rent bank in December 2025 and then fell right back into arrears. The Tenant has no confirmation she will get full-time hours beginning in March 2026.
11. I do not find that the tenancy is viable. The Tenant received two months of rent and then chose to prioritise other bills over rent. The Tenant has no guarantee of full-time employment and without it she would not be able to sustain the tenancy. I am willing to grant the Tenant additional time due to the length of the tenancy and Tenant's personal circumstances. The Tenant has time to March 31, 2026, to find another affordable rental unit or resources to help pay off the arrears.

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:**
 - \$3,878.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$5,815.00 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 \$964.73. 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 \$63.68 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 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 26, 2026
Date Issued

Sheena Brar
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	\$7,108.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,416.00
Total the Tenant must pay to continue the tenancy	\$3,878.00

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	\$9,045.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,416.00
Total the Tenant must pay to continue the tenancy	\$5,815.00

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

Rent Owing To Hearing Date	\$6,380.92
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,416.00
Less the amount of the last month's rent deposit	- \$1,977.20
Less the amount of the interest on the last month's rent deposit	- \$208.99
Total amount owing to the Landlord	\$964.73
Plus daily compensation owing for each day of occupation starting February 20, 2026	\$63.68 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	