



AMENDED
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedures Act

File Number: LTB-L-024783-25

In the matter of: 38 BIRCHFIELD DR
~~GRAFTON~~ COURTICE ON L1E1Y2

Between: VILLAS OF BIRCHFIELD INC Landlord

And

MANDY PASTUCH Tenant

The order contained a clerical error, this amended order was issued to correct the order dated July 3, 2025. The amendments are underlined for ease of reference.

VILLAS OF BIRCHFIELD INC (the 'Landlord') applied for an order to terminate the tenancy and evict MANDY PASTUCH (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 16, 2025.

The Landlord's employee Robyn Craig 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 \$1,695.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.73. This amount is calculated as follows: \$1,695.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2025 are \$14,735.00. This amount is not disputed by the Tenant.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,495.00 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.
9. Interest on the rent deposit, in the amount of \$17.10 is owing to the Tenant for the period from January 1, 2025 to June 16, 2025.

Relief from Eviction

10. 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 August 31, 2025 pursuant to subsection 83(1)(b) of the Act.
11. The Landlord sought termination of the tenancy due to the amount of arrears owing, which continue to grow as the Tenant has only made partial rental payments since the application was filed.
12. The Tenant has resided in the rental unit for the past nine years with her two children one of which is an adult the other high school age.
13. The Tenant seeks a delayed eviction as she is currently in the process disputing a denial of her claim for disability benefits. She indicated she has a hearing scheduled for July 8, 2025 with respect to her claim. The Tenant believes that if she is successful, she will receive retroactive benefits which will cover the arrears owing. She is also aware that if she is unsuccessful that she will be in position that she will need to vacate the rental unit.
14. I find a delay of eviction until August 31, 2025 will afford the Tenant and opportunity deal with her disability benefits claim and although not convenient to the Landlord, the delay will minimally impact the Landlord as the Landlord holds a last months rent deposit, so no further arrears of rent will accrue.

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:**
 - \$16,616.00 if the payment is made on or before July 31, 2025. See Schedule 1 for the calculation of the amount owing.

OR

 - \$18,311.00 if the payment is made on or before August 31, 2025. 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 August 31, 2025 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 August 31, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,605.58. 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 \$55.73 per day for the use of the unit starting June 17, 2025 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 August 31, 2025, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before August 31, 2025, then starting September 1, 2025, 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 September 1, 2025.

July 3, 2026
Date Issued

February 26, 2026
Date Order Amended

Sean Ramage
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 March 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 July 31, 2025

Rent Owing To July 31, 2025	\$18,430.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$16,616.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before August 31, 2025

Rent Owing To August 31, 2025	\$20,125.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$18,311.00

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

Rent Owing To Hearing Date	\$15,931.68
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,495.00
Less the amount of the interest on the last month's rent deposit	- \$17.10
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$12,605.58
Plus daily compensation owing for each day of occupation starting June 17, 2025	\$55.73 (per day)