



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

File Number: LTB-L-104849-25

In the matter of: 191 QUEEN ST E
BRAMPTON ON L6W2B3

Between: Property Management Partners Landlord

And

Marsha Davis Tenant

Property Management Partners (the 'Landlord') applied for an order to terminate the tenancy and evict Marsha Davis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 25, 2026. The Landlord's Agent, Lorie Brodie, the Landlord's Legal Representative, Charlotte Hengeveld, 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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on January 15, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,484.06. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 15, 2026 are \$5,757.46.
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 \$2,484.06 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit in the amount of \$69.58 is owing for the period of December 2, 2024 to January 15, 2026. The rent deposit and the interest

owing on the rent deposit are applied to the arrears of rent because the tenancy terminated.

9. The Tenant did not dispute the amount owing. It was her evidence that she intended to pay the Landlord but was currently in temporary housing with her 2 children and was struggling to cover her costs of living due to medical treatments she had to pay for. In this regard, she stated that she was in a car accident and was in litigation with her insurance company. Until a resolution is reached, she has to pay for the costs of her medical treatment out-of-pocket. In light of her situation, she requested a delay of the order for the payment of arrears so that she had more time to get assistance and/or organize her finances.
10. The Landlord was opposed to any delay as the Landlord intends to initiate enforcement proceedings to collect the arrears as soon as possible.
11. Having considered the evidence and submissions of the parties, I find that a brief delay of 30 days is appropriate in the circumstances given that the Tenant is a single mother and is in temporary housing. As the Tenant has already moved out and the interest that would accrue during the delay period is nominal, I see no prejudice to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 15, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$3,389.82. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before April 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 7, 2026 at 4.00% annually on the balance outstanding.

March 6, 2026
Date Issued

Rachel Gibbons
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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing to Move Out Date	\$5,757.46
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,484.06
Less the interest owing on the last month's rent deposit	-\$69.58
Total amount owing to the Landlord	\$3,389.82