



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

File Number: LTB-L-106317-25

In the matter of: 516 SIDNEY DR
ORLEANS ON K4A2V9

Between: Robert Arthur Gray Landlords
Catherine Alice Gray

And

Laela Frank Tenant

Robert Arthur Gray and Catherine Alice Gray (the 'Landlords') applied for an order to terminate the tenancy and evict Laela Frank (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 Landlords, the Landlords' support, Shawna Gray, 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 \$2,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 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 February 28, 2026 are \$8,100.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlords collected a rent deposit of \$2,700.00 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 \$24.08 is owing to the Tenant for the period from September 24, 2025 to February 25, 2026.

Relief from Eviction / Section 83 of the Act

10. The Landlords requested a standard 11-day termination order.
11. I considered whether the Landlords attempted to negotiate a repayment agreement with the Tenant pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlords submitted that the Tenant was asked on several occasions to make a payment and/or when the arrears would be paid off. However, the Tenant did not make any payments or put forward a plan to pay.
12. The Tenant did not dispute the amount owing and stated that she has not been able to pay the rent due to significant financial hardship. In this regard, she gave testimony regarding losing her employment in October 2025 unexpectedly, not receiving child support payments she was owed by her children's father and her mother being very ill. The Tenant stated that she is currently employed but she only makes approximately \$2,500 per month, which is less than the monthly rent. The position does come with the ability to earn commission, but she had not earned any as of the hearing date. Given the short fall between her income and monthly rent, the Tenant acknowledged that the tenancy was not sustainable and requested a delay of eviction for as long as possible as she has 2 children, ages 10 and 11 years old and she does not have any friends or family that she can stay with. The Tenant stated that, if evicted, her children could stay with their father but that this was not ideal.
13. The Tenant expressed remorse during the hearing and apologized to the Landlords for the situation. I accept the Tenant's evidence that the arrears have accrued largely due to unforeseen circumstances. In light of this, and given that she has 2 young children, I do find some delay of eviction to be appropriate in the circumstances. However, I do not find a lengthy delay to be appropriate in the circumstances as it is quite likely that the Tenant will not be able to pay the rent and further arrears would accrue, which would be prejudicial to the Landlords.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until April 5, 2026 pursuant to subsection 83(1)(b) of the Act. This will give the Tenant 30 days to either void this order or find a new home and move out. Any prejudice this delay may cause the Landlords is mitigated by the last month's rent deposit held by the Landlords.

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:

- \$10,986.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$13,686.00 if the payment is made on or before April 5, 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 April 5, 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 April 5, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$5,081.17. 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 \$88.77 per day for the use of the unit starting February 26, 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 April 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 6, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 5, 2026, then starting April 6, 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 April 6, 2026.

March 5, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 6, 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 March 31, 2026

Rent Owing to March 31, 2026	\$10,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,986.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 5, 2026

Rent Owing to April 30, 2026	\$13,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,686.00

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

Rent Owing to Hearing Date	\$7,619.25
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,700.00
Less the amount of the interest on the last month's rent deposit	- \$24.08
Total amount owing to the Landlords	\$5,081.17
Plus daily compensation owing for each day of occupation starting February 26, 2026	\$88.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	