



Order under Section 69 Residential Tenancies Act, 2006

Citation: SKYLINE REAL ESTATE HOLDINGS INC., C/O SKYLINE LIVING v Donaldson, 2026
ONLTB 20076

Date: 2026-03-12

File Number: LTB-L-107128-25

In the matter of: 127, 995 16TH ST E
OWEN SOUND ON N4K6A8

Between: SKYLINE REAL ESTATE HOLDINGS INC., Landlord
C/O SKYLINE LIVING

And

Jamielee Donaldson Tenant

SKYLINE REAL ESTATE HOLDINGS INC., C/O SKYLINE LIVING (the 'Landlord') applied for an order to terminate the tenancy and evict Jamielee Donaldson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 3, 2026.

Only the Landlord's representative, Trevor Scheib, attended the hearing.

As of 9:46 a.m., the Tenant was not present or represented at the hearing and the Notice of Hearing was returned on February 12, 2026. The Landlord indicated that they believe she is still in the unit because she has not returned her keys nor has she informed them she is terminating her tenancy. The Landlord also served her with a copy of the Notice of Hearing by placing under her door a week before the hearing. I find that the Tenant has been properly served with notice of this hearing. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$2,153.22. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$70.79. This amount is calculated as follows: \$2,153.22 x 12, divided by 365 days.
5. The Tenant has paid \$7.68 to the Landlord since the application was filed. The Landlord testified that this was the result of an interest overpayment that was credited to the Tenant.
6. The rent arrears owing to March 31, 2026 are \$11,023.30.
7. The Landlord collected a rent deposit of \$2,153.22 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.
8. Interest on the rent deposit, in the amount of \$3.72 is owing to the Tenant for the period from February 2, 2026 to March 3, 2026.

Relief from Eviction

9. The Landlord sought a standard 11-day order for termination of the tenancy and eviction, unless the Tenant voids this Order. The Landlord testified that on November 20, 2025, they sent a letter to the Tenant inviting them to participate in a rent assistance program called the Rise Program for additional support to fulfill her rent obligations. The Tenant did not participate in the program, and shortly after, made a lump sum payment of rent instead – prior to the application being filed.
10. As the Tenant did not attend the hearing, I have limited evidence before me on which to consider delaying or denying eviction. I note that the Tenant has made no significant good faith payment toward the arrears, and the Landlord testified there were no s.83 issues to consider, therefore, 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$11,023.30 if the payment is made on or before March 23, 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 23, 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 23, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,925.51. This amount includes rent arrears owing up to the date of the hearing. 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 \$70.79 per day for the use of the unit starting March 4, 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 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 24, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 23, 2026, then starting March 24, 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 March 24, 2026.

March 12, 2026
Date Issued

Vanessa Davies
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 24, 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 23, 2026

Rent Owing To March 31, 2026	\$11,030.98
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7.68
Total the Tenant must pay to continue the tenancy	\$11,023.30

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

Rent Owing To Hearing Date	\$9,090.13
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7.68
Less the amount of the last month's rent deposit	- \$2,153.22
Less the amount of the interest on the last month's rent deposit	- \$3.72
Total amount owing to the Landlord	\$6,925.51
Plus daily compensation owing for each day of occupation starting March 4, 2026	\$70.79 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	