



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

File Number: LTB-L-103231-25

In the matter of: 501, 50 ADELAIDE AVE E
OSHAWA ON L1G1Y9

Between: SKPM RENTS 17 Landlord

And

CINDY LAPPERT Tenant
SHANNON DOUCET
RYAN LAPPERT

SKPM RENTS 17 (the 'Landlord') applied for an order to terminate the tenancy and evict CINDY LAPPERT, SHANNON DOUCET and RYAN LAPPERT (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 23, 2026.

The Landlord's legal representative Sharon Harris 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 \$2,498.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.13. This amount is calculated as follows: \$2,498.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,150.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$6,940.00. The Tenant confirmed the arrears claimed by the Landlord to be correct and did not dispute the amount of arrears claimed.

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 \$2,498.00 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 \$7.76 is owing to the Tenant for the period from January 1, 2026, to February 23, 2026.

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'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant testified that she has been making payments to the Landlord when she is able to do so and stated that she has been giving the Landlord money every month toward the rent arrears to the best of her ability. The Tenant explained that her household experienced a loss of income when her partner, Shannon Doucet, became unemployed in October 2025. The Tenant testified that her partner has been actively seeking employment and has submitted approximately 60 to 70 job applications but has not yet obtained a new position.
12. The Tenant testified that she is currently employed full-time and that the household's total net monthly income is approximately \$3,400.00. The Tenant also testified regarding the household's monthly expenses. These include approximately \$300.00 for internet, cable, and phone services, \$155.00 for a cell phone, \$120.00 for insurance, \$100.00 for gas, \$100.00 for hydro, \$100.00 for water, \$500.00 for a loan payment, \$400.00 for food, \$35.00 for loan insurance, \$100.00 for a Money Mart loan, and approximately \$400.00 toward credit card payments.
13. The Tenant stated that she reached out to the Landlord on two occasions to discuss repayment of the arrears and was advised that she might be given three to four months to address the arrears; however, the Tenant testified that she was unable to commit to a specific repayment date at that time. The Tenant submitted that she is hoping to be given approximately six months to repay the arrears because her partner lost his job. The Tenant also testified that she is considering selling her vehicle and consolidating some of her debt in order to improve her financial situation.

Landlord Submissions

14. The Landlord submitted that the tenancy began on March 1, 2025, and that the application was filed within the first year of the tenancy. The Landlord argued that the tenancy is not financially viable given the Tenant's current financial circumstances. The Landlord submitted that the Tenant's household income is approximately \$3,400.00 per month while the Tenant's monthly household expenses total approximately \$2,310.00. When the

monthly rent is included, the household's total monthly obligations are approximately \$4,808.00.

15. The Landlord also submitted that the Tenant has only paid approximately \$2,150.00 toward the arrears since the application was filed. In these circumstances, the Landlord submitted that the Tenant does not have the financial ability to maintain the tenancy or repay the arrears within a reasonable time and requested an order terminating the tenancy.
16. I accept the Tenant's evidence that the household experienced financial hardship when her partner lost his employment in October 2025 and that he has been actively seeking employment since that time. I also accept that the Tenant has attempted to make payments toward the arrears when she has been able to do so and that she contacted the Landlord in an effort to discuss repayment options. However, the evidence before me indicates that the household's total monthly expenses already exceed the household's income even before accounting for the payment of rent.
17. Based on the evidence provided, the household's net income is approximately \$3,400.00 per month while the household's expenses total approximately \$2,310.00 per month. When the monthly rent is included, the total monthly financial obligations are approximately \$4,808.00. The Tenant requested approximately six months to repay the arrears; however, given the current financial circumstances of the household, I am not satisfied that the Tenant has demonstrated a realistic ability to repay the arrears within that time while also maintaining the ongoing rent.
18. I have also considered that the tenancy is relatively recent, having commenced on March 1, 2025, and that the application was filed within the first year of the tenancy. I have weighed the Tenant's personal circumstances and stated intention to pay against the Landlord's right to receive rent and the absence of any concrete, substantiated payment plan. Given the lack of documentary evidence, I find that granting extended relief would likely result in further arrears accruing and additional prejudice to the Landlord. As a result, I find that the tenancy is not viable and must be terminated. In these circumstances,

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:**
 - \$9,624.00 if the payment is made on or before March 27, 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 27, 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 27, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,011.23. 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 \$82.13 per day for the use of the unit starting February 24, 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 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 28, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 27, 2026, then starting March 28, 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 28, 2026.

March 16, 2026
Date Issued

Nathan Korenberg
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 28, 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 27, 2026

Rent Owing To March 31, 2026	\$11,588.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,150.00
Total the Tenant must pay to continue the tenancy	\$9,624.00

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

Rent Owing To Hearing Date	\$8,480.99
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,150.00
Less the amount of the last month's rent deposit	- \$2,498.00
Less the amount of the interest on the last month's rent deposit	- \$7.76
Total amount owing to the Landlord	\$4,011.23
Plus daily compensation owing for each day of occupation starting February 24, 2026	\$82.13 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	