



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

File Number: LTB-L-000907-26

In the matter of: 2837 ALBATROSS WAY
PICKERING ON L1X0P6

Between: Amy Chan Landlord

And

Mauraine S Clarke Tenant

Amy Chan (the 'Landlord') applied for an order to terminate the tenancy and evict Mauraine S Clarke (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 11, 2026.

The Landlord's Legal Representative, A. Bukhari, the Landlord, 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 \$3,100.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$101.92. This amount is calculated as follows: \$3,100.00 x 12, divided by 365 days.
5. The Tenant has paid \$500.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 14, 2026 are \$15,500.00.
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 \$3,100.00 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 \$93.91 is owing to the Tenant for the period from December 10, 2024 to March 11, 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'), and find that it would not be unfair to postpone the eviction until April 14, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Landlord stated that she has to pay the mortgage of \$4,098.00 plus approximately \$900.00 for property tax every month to maintain her financial obligations for this unit. She stated that it is not possible to meet those obligations without the rental income. She also stated that the Tenant has promised to pay for six months but has not followed through. She further stated that the Tenant did not advise her of any illness other than having the flu in February 2026.
12. The Landlord's Legal Representative requested a standard eleven day eviction order as the Landlord is facing financial hardship and the Tenant has not made good on her promises in the past.
13. The Tenant moved into the rental unit in October 2024, She resides there with her three children, one who is an adult and two that are 14 and 16 years old. She relies on disability payments, but plans to return to work in June. She stated that she was going through treatments for breast cancer beginning in September 2025 and just finished her last bout of radiation this month. She also stated that some of the medications she needed were not covered and cost \$3,442.00 per treatment which is why she fell behind in rent.
14. The Tenant submitted that with her disability income, returning to work in June, and her eldest child finishing nursing school next month and beginning to work, she could maintain a repayment plan. She requested a payment plan wherein she pays the March 2026 rent by March 31, 2026, April 2026 rent on time (15th), and \$500.00 - \$600.00 at the end of the month for April and May 2026, which could increase to a payment of \$1000.00 - \$1,200.00 at the end of the month starting in June 2026.
15. The rent arrears owing are significant at \$15,500.00, the Tenant has only made one payment of \$500.00 to the Landlord since this application was filed, the Tenant cannot pay the accruing rent when due on March 15, 2026, in these circumstances I find that it would be unfair to grant a repayment plan. The Tenant has just finished her treatment, there are two children living in the rental unit, and the Landlord is holding a last month's rent deposit. In these circumstances, I find that it would not be unfair to delay the eviction until April 14, 2026.

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:**
 - \$18,786.00 if the payment is made on or before April 14, 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 14, 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 14, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,940.09. 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 \$101.92 per day for the use of the unit starting March 12, 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 April 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 15, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 14, 2026, then starting April 15, 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 April 15, 2026.

March 19, 2026
Date Issued

Lisa Del Vecchio
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 15, 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 April 14, 2026

Rent Owing To April 14, 2026	\$19,100.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Total the Tenant must pay to continue the tenancy	\$18,786.00

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

Rent Owing To Hearing Date	\$15,448.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Less the amount of the last month's rent deposit	- \$3,100.00
Less the amount of the interest on the last month's rent deposit	- \$93.91
Total amount owing to the Landlord	\$11,940.09
Plus daily compensation owing for each day of occupation starting March 12, 2026	\$101.92 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	