



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

**Citation:** Stemberg v Staples, 2026 ONLTB 21533

**Date:** 2026-03-13

**File Number:** LTB-L-109247-25

**In the matter of:** 39 MOREAU CRES  
LONDON ON N5V4S7

**Between:** Elsa Stemberg Landlord

**And**

Alisha Staples Tenants  
Michael Lingwood

Elsa Stemberg (the 'Landlord') applied for an order to terminate the tenancy and evict Alisha Staples and Michael Lingwood (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 9, 2026.

The Landlord's Representative, Carmen Dawdy, the Landlord, and the Tenants attended the hearing.

### **Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,950.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$64.11. This amount is calculated as follows: \$1,950.00 x 12, divided by 365 days.
5. The Tenants had not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$9,750.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. 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 Landlords attempted to negotiate a repayment agreement with the Tenants and find that it would not be unfair to postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act.
10. The Tenants requested a payment plan, however a summary budget analysis conducted in the hearing showed that the Tenants' expenses exceed their income and the tenancy is not viable. While the Tenants have experienced medical conditions and loss of employment which have impacted their finances, the Landlord is an individual who relies on the rental income and is experiencing financial difficulty without the rent. A delay to the end of the month provides the Tenants a brief extension to access community supports without causing significant prejudice to the Landlord.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$9,936.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act if the Tenants had paid the full amount owing as ordered, plus any additional rent that became due after March 31, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order, the Tenants must move out of the rental unit on or before March 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,562.99. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$64.11 per day for the use of the unit starting March 10, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 1, 2026.

**March 13, 2026**

**Date Issued**

\_\_\_\_\_  
Dawn Carr

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 1, 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 Tenants 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                              | \$9,750.00        |
| Application Filing Fee                                    | \$186.00          |
| <b>Total the Tenants must pay to continue the tenancy</b> | <b>\$9,936.00</b> |

**B. Amount the Tenants must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing to Hearing Date                                                                                          | \$8,376.99           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$8,562.99</b>    |
| Plus, daily compensation owing for each day of occupation starting March 10, 2026                                   | \$64.11<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |