



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2416970 Ontario Ltd. v Scott, 2026 ONLTB 22693

Date: 2026-03-20

File Number: LTB-L-000520-26

In the matter of: Unit 6, 94 JOSEPH ST
KINGSTON ON K7K2H7

Between: 2416970 Ontario Ltd.

Landlord

And

Elizabeth Scott

Tenant

2416970 Ontario Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Elizabeth Scott (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 10, 2026.

The Landlord's Agent, Rick Kleinert, 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 \$1,083.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$35.61. This amount is calculated as follows: \$1,083.00 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 March 31, 2026 are \$3,779.00.
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.

Relief from Eviction:

9. 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 30, 2026 pursuant to subsection 83(1)(b) of the Act.
10. The Tenant resides in the unit with her 20-year-old son.
11. The Landlord testified regarding the Tenant's prior payment history illustrating partial and sporadic payments. The Landlord reiterated that the Tenant has also been unresponsive to all communication for months which includes the Property Manager knocking on the door on several occasions to discuss the arrears issue. The Landlord is also a small landlord who relies on the rent and is currently operating on very thin margins as a result of the arrears. Consequently, the Landlord does not believe the Tenant will abide by any payment plan and seeks termination of the tenancy.
12. The Tenant did not dispute the Landlord's evidence regarding her payment history or that the Property Manager has tried to find them at the unit.
13. The Tenant testified that she has been struggling since her husband passed away in 2023. She also lost her job in mid-December 2025 and was not able to regain employment until recently. She has now been working full-time at her new job for almost two weeks. The Tenant provided oral evidence of her finances and proposed a payment plan that would take approximately 11 months to complete. In the alternative, the Tenant requested the eviction be delayed by three months to afford her additional time to secure another unit in her budget.
14. Given the evidence and submissions before me, I am not satisfied on the balance of probabilities that a conditional order is appropriate. The Tenant has not made any good faith payments in three months. The Tenant also did not provide a letter of employment or any other documentary evidence to substantiate that her proposed payment plan would be viable, which is available and expected evidence. However, given the Tenant's personal circumstances, I find it reasonable to postpone the eviction to allow her some additional time to find alternate accommodation.

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:**
 - \$3,965.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$5,048.00 if the payment is made on or before April 30, 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 30, 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 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,238.10. 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 Tenant shall also pay the Landlord compensation of \$35.61 per day for the use of the unit starting March 11, 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.

March 20, 2026

Date Issued

Fotoula Hatzantonis

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 November 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 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	\$3,779.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$3,965.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$4,862.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,048.00

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

Rent Owing To Hearing Date	\$3,052.10
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$3,238.10
Plus daily compensation owing for each day of occupation starting March 11, 2026	\$35.61 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	