



Order under Section 69 Residential Tenancies Act, 2006

Citation: ZANDBERGEN PROPERTIES INC. v MILLER, 2026 ONLTB 21811

Date: 2026-03-20

File Number: LTB-L-108209-25

In the matter of: Lower Unit, 87 GOLFDAL RD
Belleville ON K8N4A8

Between: ZANDBERGEN PROPERTIES INC. Landlord

And

SASHANA MILLER Tenant
TEFRI HARRIS

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

ZANDBERGEN PROPERTIES INC. (the 'Landlord') applied for an order to terminate the tenancy and evict SASHANA MILLER and TEFRI HARRIS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 4, 2026.

The Landlord’s legal representative Tonya Brown, the Landlords Scott and Kim Zandbergen and the second named Tenant Tefri Harris (TH) attended the hearing.

Determinations:

Preliminary Issue:

1. The Tenant requested an adjournment on the basis that there was a wrong address as outlined in the landlord’s application, the application outlined that the rental unit was located in Kingston while it was submitted that it is located in Belleville.
2. The Landlords opposed the request for adjournment.
3. On review of the Board’s record it was noted that the N4 notice as served upon the Tenants provided for the right address in that the rental unit is located in Belleville not in

Kingston and that the Tenants were provided the notice of hearing by e-mail and again as served with the Landlords evidence before the hearing.

4. On this basis the matter proceeded to hearing the merits of the Landlords application.

L1 Application

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,936.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$63.65. This amount is calculated as follows: \$1,936.00 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to March 31, 2026 are \$7,744.00.
11. The Landlord's seek a standard order for eviction, however, were open to a conditional order, where appropriate.
12. The Tenant (TH) submitted that the arrears arose as a result of his partner being pregnant, not being able to work and as a result of his paint and music equipment being locked up in a storage room he did not have access to. Thus, reducing his ability to take on additional work outside of his regular job and therefore reducing their income.
13. On February 7, 2026 the Tenants have welcomed their baby, TH is currently staying home on a paternity leave to support his partner. When working full time, he earns about \$3,000.00 take home pay from his regular job and they receive \$900.00 as the Canada Child Benefit.
14. On review of the monthly reoccurring expenses of approximately \$2,410.00 in addition to the payment of rent of \$1,936.00 the expenses total \$4,346.00. This representing a shortfall of \$446.00 on a monthly basis and this figure does not take into account any personal care and clothing expenses.
15. There was no evidence to support that the Tenant had lined up any other work or contracts to support a consideration of a conditional order which would permit the Tenants to remain residing in the rental unit and to repay the arrears as outstanding. There is simply insufficient income to support the payment of rent with the Tenants' current financial circumstances and given the recent birth of their child, additional arrears may result from the reduced income of TH until he returns to full time work and new expenses as related to the baby.
16. The Tenant made submissions of a prior flood in the rental unit. While they may have intended to raise section 82 issues, there was no evidence submitted to support such

claims, therefore could not be considered. As outlined at the time of hearing, the Tenants may file their own T6 application to raise issues as connected to any maintenance issues.

17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$1,845.00 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.
19. Interest on the rent deposit, in the amount of \$6.69 is owing to the Tenant for the period from January 1, 2026 to March 4, 2026.

Relief from eviction

20. 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.
21. In making my determination I considered the submissions of the parties, I note that while the amount of arrears is high, the Tenants are the parents of a newborn and inevitably will require additional time if moving out of the rental unit. As of the date of the hearing there is no evidence before the Board that there are concrete financial changes impending that would allow for a preservation of tenancy on a conditional basis, and the current household income is insufficient to cover the ongoing payment obligations. By providing the extension of time, the Tenants may be afforded additional time to either void this order or find alternative housing. The Landlord is in possession of the last month's deposit, as such the extension of time should not pose additional prejudice to the Landlord.
22. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

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:**
 - \$7,930.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,866.00 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 \$4,396.91. 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 \$63.65 per day for the use of the unit starting March 5, 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

Alicia Johnson
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	\$7,744.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,930.00

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	\$9,680.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,866.00

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

Rent Owing To Hearing Date	\$6,062.60
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,845.00
Less the amount of the interest on the last month's rent deposit	- \$6.69
Total amount owing to the Landlord	\$4,396.91
Plus daily compensation owing for each day of occupation starting March 5, 2026	\$63.65 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	