



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

File Number: LTB-L-107165-25

In the matter of: 501, 45 DRIFTWOOD AVE
NORTH YORK ON M3N2M4

Between: Terrace Woods Landlord

And

Shanneece Hansraj Tenant

Terrace Woods (the 'Landlord') applied for an order to terminate the tenancy and evict Shanneece Hansraj (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 Agent, Jane Seale, the Landlord's Representative, Joey Kay, 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 \$1,415.08. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$46.52. This amount is calculated as follows: \$1,415.08 x 12, divided by 365 days.
5. The Tenant has paid \$100.00 to the Landlord since the application was filed.
6. The parties agree that the rent arrears owing to March 31, 2026, are \$9,995.52.
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 \$1,210.96 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 \$15.54 is owing to the Tenant for the period from August 1, 2025, to March 11, 2026.
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 15, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant lives in the rental unit with her 12-year-old child. The Tenant testified that she lost her seasonal job at the LCBO at the end of December 2025, however she found another job at the end of January 2026. The Tenant has also approached the rent bank for assistance, and her application is being processed. The Tenant is looking for a payment plan to help preserve her tenancy.
12. The Landlord opposes the Tenant's request for a payment plan. The Tenant has been in arrears since July 2025, and she was working for most of the duration of the arrears. The parties have been before the Board previously. The rent bank approval is not guaranteed. The arrears are large, and the payment plan the Tenant is seeking is unreasonably long.
13. I am not satisfied that the tenancy is viable. The Tenant has only paid \$100.00 since the application was filed even though she has been out of work for only a month as per her testimony. There is no evidence to support a rent bank approval even though the Tenant insists that she will be approved. There is no change in the Tenant's circumstances to warrant a payment plan. The rent arrears are large. Keeping in mind the length of the tenancy, I am willing to grant the Tenant additional time to find resources to pay off the arrears.

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:**
 - \$10,181.52 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,596.60 if the payment is made on or before April 15, 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 15, 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 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,051.66. 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 \$46.52 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 15, 2026, then starting April 16, 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 16, 2026.

March 20, 2026

Date Issued

Sheena Brar

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 16, 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	\$10,095.52
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$100.00
Total the Tenant must pay to continue the tenancy	\$10,181.52

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 15, 2026

Rent Owing To April 30, 2026	\$11,510.60
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$100.00
Total the Tenant must pay to continue the tenancy	\$11,596.60

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

Rent Owing to Hearing Date	\$9,192.16
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$100.00
Less the amount of the last month's rent deposit	- \$1,210.96
Less the amount of the interest on the last month's rent deposit	- \$15.54
Total amount owing to the Landlord	\$8,051.66
Plus, daily compensation owing for each day of occupation starting March 12, 2026	\$46.52 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	