



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

File Number: LTB-L-103899-25

In the matter of: 1624, 2700 AQUITAINE AVE
MISSISSAUGA ON L5N3J6

Between: 7838794 Canada Inc. c/o Minto Management Landlord
Ltd.

And

Trisha Wilson-Singer Tenant

7838794 Canada Inc. c/o Minto Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Trisha Wilson-Singer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 12, 2026.

The Landlord's Legal Representative, Faith McGregor, and the Tenant's Legal Representative, Deborah Kingdon-Facey, attended the hearing.

Preliminary:

Tenant request for an adjournment

1. The Tenant did not attend the hearing however her legal representative attended to make a request to adjourn.
2. The Tenant's legal representative stated the Tenant was unable to attend the hearing as she was not able to take the day off work, having used up all her allowable vacation days caring for her two adult special needs children.
3. The Tenant's legal representative stated the Tenant was at risk of losing her employment if she took more time off work.
4. On March 11, 2026 the Tenant submitted a copy of an email (DOC-7550180) from the Tenant's employer to support her position.
5. The Tenant's legal representative stated the Tenant wished to make her section 83 submissions in person for my consideration to delay or deny any request for eviction by the Landlord.

6. The Tenant's legal representative submitted the amount owing up to March 31, 2026 is less than the application and the Landlord is a large Landlord and there is little prejudice to the Landlord to adjourn.
7. The Landlord's legal representative objected to the Tenant's legal representative's request stating the Tenant has had ample opportunity to address her work leave as the notice of hearing had been issued on December 18, 2025.
8. The Landlord's legal representative stated that she only received the Tenant's evidence submission the day before the hearing.
9. The Landlord's legal representative stated that the letter from the Tenant's employer does not indicate the Tenant is at risk of termination of her employment but notes the Tenant did not advance to the next level of her position as a result of time taken off work.
10. The Landlord's legal representative also notes, there is no indication that the Tenant has used all her days up, only that the amount uses prevented her advancement in her job.
11. The Landlord's legal representative stated that regardless of the size of the Landlord the arrears owing, although less than the application are substantial at \$10,316.60.
12. The Landlord's legal representative requested the Board deny the adjournment and proceed with the hearing.

Analysis

13. The Tenant's legal representative's requested to adjourn the hearing to allow the Tenant to appear in person and make submissions under section 83 for my consideration to delay or deny the Landlord's request for eviction.
14. The Board's Interpretation Guideline 1 Adjourning and Rescheduling Hearings provides guidance on requests by parties to reschedule hearings.

The General Approach of the Board states:

Section 183 of the RTA directs the Board to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter."

15. The Courts recognize s. 183 of the *Residential Tenancies Act*, 2006 (the "Act") that means the Board is required to consider the public interest in moving applications through the Board in an expeditious manner.
16. It is the expectation of the courts that refusal of an adjournment request is reasonable where applications are determined to be unsubstantiated, untimely, repetitive or result from a lack of preparation.
17. Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and

submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.

18. The Tenant's legal representative stated the Tenant had used all her available days off work caring for her adult special needs children, however the Tenant led with insufficient evidence to show she had no available days.
19. I also note the Tenant's email from her employer entered into evidence is dated February 26, 2026, two weeks before the hearing and the Tenant could have reached out to the Landlord and requested an adjournment in ample time before the hearing instead of waiting for the day of the hearing to make the request.
20. The hearing started at 9:23am and after the Tenant's legal representative's submissions, I offered the Tenant's legal representative an opportunity to call the Tenant and ask her to call into the hearing on her break and I would pause in the proceedings to take the Tenant's submissions.
21. The Tenant's legal representative stated that it was not possible as she is not allowed access to her mobile phone during work hours.
22. I offered the Tenant's legal representative an opportunity to stand the matter down until the Tenant's lunch break.
23. The Tenant's legal representative stated that was not possible again stating the Tenant did not have access to her phone over lunch.
24. I am not satisfied the Tenant's legal representative has provided sufficient reasons why the Tenant was unable to call in remotely to the hearing after I provided several options. I note that many LTB hearings are conducted from locations all over the world when parties are travelling and there is no requirement to call in by video alone. The Board offers the option to call in by phone and provides this information in the notice of hearing.
25. There is no requirement that the landlord or tenant be physically or virtually present during a landlord's application for arrears if they have appointed a legal representative to attend on their behalf and if a legal representative is present, the party is considered to be properly represented.
26. In my view there are no exceptional circumstances that the Tenant's legal representative has provided to grant the adjournment and the Tenant has had ample opportunity since the notice of hearing was served in December 2025 to address any need to make a request to her employer to attend the hearing.
27. For all the reasons above I do not find it reasonable to adjourn based on the Tenant's claim she cannot attend the hearing in person.

Determinations:

28. 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.

29. As of the hearing date, the Tenant was still in possession of the rental unit.
30. The lawful rent is \$3,430.28. It is due on the 1st day of each month.
31. Based on the Monthly rent, the daily rent/compensation is \$112.78. This amount is calculated as follows: $\$3,430.28 \times 12$, divided by 365 days.
32. The Tenant has paid \$14,091.58 to the Landlord since the application was filed.
33. The rent arrears owing to March 31, 2026 are \$10,316.60.
34. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
35. The Landlord collected a rent deposit of \$3,346.62 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.
36. Interest on the rent deposit, in the amount of \$97.34 is owing to the Tenant for the period from January 1, 2025 to March 12, 2026.

Relief from eviction

37. The Landlord's position is the arrears are substantial, and the Tenant has been aware of the amount owing and the hearing and has ample time to address the arrears, or start to seek alternative housing.
38. The Landlord is seeking a standard order for arrears or in the alternative a short delay to the beginning of April 2026.
39. The Tenant's legal representative stated the Tenant is not in dispute of the arrears.
40. The Tenant's legal representative requested an extended eviction order to May 31, 2026.
41. The Tenant has two adult children with special needs under the care of the Tenant, and they both live in the rental unit.
42. The Tenant's legal representative stated the Tenant herself has mental health issues citing ODC and ADHD.
43. The Tenant's legal representative stated the Tenant fell into arrears when her daughter turned 18 and she lost her child tax credit.
44. The Tenant led with insufficient evidence submissions in the form of medical documents for her children or herself regarding the health issues in the family and the extent of any challenges the Tenant is facing. The Tenant was represented by legal council and in my view this information could have been provided in the absence of the Tenant.
45. I note that although the Tenant was not in attendance I afforded several options for the Tenant's legal representative to contact the Tenant to call in during her break or stand

down to a later part of the day to have the Tenant call in during her lunch and the Tenant's legal representative stated that was not possible but provided little else for reason.

46. I am satisfied that the Tenant's legal representative has accurately provided section 83 submissions for my consideration for relief, and I find it reasonable grant the Tenant a short extension to find alternative housing for her and her two adult special needs children or pay the Landlord the arrears owed.
47. 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.
48. This order contains all reasons for the determinations and order made. No further reasons will 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:**
 - \$10,502.60 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$13,932.88 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 \$4,981.72. 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 \$112.78 per day for the use of the unit starting March 13, 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 27, 2026
Date Issued

Greg Brocanier
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	\$24,408.18
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$14,091.58
Total the Tenant must pay to continue the tenancy	\$10,502.60

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	\$27,838.46
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$14,091.58
Total the Tenant must pay to continue the tenancy	\$13,932.88

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

Rent Owing To Hearing Date	\$22,331.26
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$14,091.58
Less the amount of the last month's rent deposit	- \$3,346.62
Less the amount of the interest on the last month's rent deposit	- \$97.34
Total amount owing to the Landlord	\$4,981.72
Plus daily compensation owing for each day of occupation starting March 13, 2026	\$112.78 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

