



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105167-25

In the matter of: 204, 87 ROCKWOOD AVE
ST CATHARINES ON L2P3V3

Between: Waverly Place Apartments Limited Landlord

And

Anna Clements Tenant

Waverly Place Apartments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Anna Clements (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, the Landlord agent Summer Alvarado and the Tenant attended the hearing.

Preliminary:

Payment made by Tenant not cleared

1. The Landlord's legal representative stated the Tenant informed her she had made a payment towards the arrears on March 3, 2026, however the payment had not cleared and been received by the Landlord.
2. The Landlord's legal representative stated on the record that once the payment was received the amount would be applied to any amount owing in the order.
3. The Tenant acknowledged that the payment had not been received by the Landlord but would be applied to the Tenant's amount owing once cleared.
4. This order will reflect the amount owing minus the March 3, 2026 as the Landlord had not received the payment but shall be applied to the arrears issued in this order.

Determinations:

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 \$2,164.62. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$71.17. This amount is calculated as follows: $\$2,164.62 \times 12$, divided by 365 days.
9. The Tenant has paid \$4,644.22 to the Landlord since the application was filed.
10. The rent arrears owing to March 31, 2026 are \$10,560.40.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$2,035.00 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.
13. Interest on the rent deposit, in the amount of \$40.51 is owing to the Tenant for the period from April 1, 2025 to March 12, 2026.

Tenant submissions

14. The Tenant does not dispute the arrears and requested the Board issue a repayment plan under section 83 of the *Residential Tenancies Act*, 2006 (the "Act").
15. The Tenant stated she had suffered considerable set backs over the last nine months. The Tenant stated she separated from her husband and he refuses to pay child support for their 17 year old daughter. The Tenant stated her mother passed in September 2025, then her step father passed shortly after around on December 6, 2026. The Tenant stated she was contacted by police after her stepfather was found and ordered to clean out the rental unit form her mother and step father's passing. The Tenant's ex-husbands mother died sometime in the fall of 2025 and although she is not close to her ex-husband her daughter had suffered the loss of three grandparents in a short period of time. Through all this the Tenant had to take time off work due to her own mental health issues and the stress of her life circumstances.
16. The Tenant stated she has returned to work and received a performance review to increase her pay to the maximum amount allowable for the review.
17. The Tenant has applied for a Trillium grant to put towards the arrears.
18. The Tenant requested the Landlord or the Board consider a repayment plan of \$500.00 per month to preserve the tenancy for her and her 17-year-old daughter and repay the arrears.
19. The Tenant submitted financial information for the Landlord's and the Board's consideration of a repayment plan. The Tenant has a monthly after-tax income of \$3,800.00 with expenses of \$3,273 leaving an available balance of \$526.00.

Landlord submissions

20. After the Tenant provided her financial information the Landlord's legal representative stated the Tenant's available income is a thin margin for payments to pay the arrears at \$500.00 per month. Further the repayment plan would take the Tenant over three years to repay the Landlord.
21. The Landlord's legal representative rejected the Tenant's request for a repayment plan and stated the Landlord is seeking a short delay of eviction to April 15, 2026 as the tenancy is not viable.

Relief from eviction

22. While I find the Tenant credible in her testimony regarding the exceptional circumstances and events she has faced in the last nine months, the Tenant led with insufficient evidence to support exactly how much time out of the nine months she had taken off work to affect her income. The Tenant also failed to provide testimony on whether she was afforded short term leave or bereavement time.
23. While I am sympathetic to the Tenant's circumstances, I am not satisfied the events the Tenant testified to over the last nine months would cause her to miss substantial amounts of time from work and affecting her income.
24. Given the quantum of the arrears and the Tenant's available income after expenses of \$526.00 it would take the Tenant over three years to repay the Landlord.
25. Even if the Landlord does not accept a repayment plan offered by the Tenant the Board may accept a repayment plan under section 83 to preserve the tenancy. The goal of a repayment plan being accepted by the Board is to balance the interests of the Landlord to receive repayment of the arrears in a reasonable time and preserve the tenancy of the Tenant.
26. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. In this case, based on the evidence and submissions before me I find the tenancy is not viable and I do not find a three year repayment plan to fall within a reasonable time for the Landlord to be repaid.
27. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations for arrears of rent and the request for eviction however I find it reasonable to afford the Tenant a short delay to find alternative housing or repay the arrears owed to the Landlord.
28. 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 Landlord attempted to negotiate a repayment agreement with the Tenant 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.

29. 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:**
 - \$10,746.40 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,911.02 if the payment is made on or before April 6, 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 6, 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 6, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,360.31. 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 \$71.17 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 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 7, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 6, 2026, then starting April 7, 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 7, 2026.

March 26, 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 October 7, 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	\$15,204.62
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,644.22
Total the Tenant must pay to continue the tenancy	\$10,746.40

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 6, 2026

Rent Owing To April 30, 2026	\$17,369.24
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,644.22
Total the Tenant must pay to continue the tenancy	\$12,911.02

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

Rent Owing To Hearing Date	\$13,894.04
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,644.22
Less the amount of the last month's rent deposit	- \$2,035.00
Less the amount of the interest on the last month's rent deposit	- \$40.51
Total amount owing to the Landlord	\$7,360.31
Plus daily compensation owing for each day of occupation starting March 13, 2026	\$71.17 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

