



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

File Number: LTB-L-103975-25

In the matter of: 3, 27 TURNER AVE
Kitchener ON N2B2C8

Between: 1000918377 Ontario Inc. Landlord

And

Sheri Johnson Tenants
Mark Mccorquodale

1000918377 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sheri Johnson and Mark Mccorquodale (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

Only the Landlord's Agent, Janelle Hale, and the first named Tenant, Sheri Johnson, attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$909.17. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$29.89. This amount is calculated as follows: \$909.17 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$18,183.40.
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 \$800.00 from the Tenants 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 \$166.38 is owing to the Tenants for the period from January 1, 2014, to March 10, 2026.
10. The Tenant attempted to raise issues under section 82 of the Residential Tenancies Act, 2006 (the 'Act'). However, she did not do so in compliance with Rule 19.4 of the Board's Rules of Procedure: her materials were filed with the Board only 5 days ahead of the hearing. As such, I did not allow her to make submissions or present evidence on these issues at the hearing, as I am not satisfied (per Rule 19.5) that the Tenant could not comply with the timeline set out in the Rules.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. The Tenant testified that she had not made any rent payments since July 2024 because she had previously attended the Board on a matter relating to her tenancy and that she was "waiting to hear from someone" before she resumed payments. This is simply not credible. No rational explanation was provided by the Tenant regarding why she thought she could withhold rent. The obligation for a tenant to pay rent exists irrespective of any proceedings at the Board: it is this obligation that forms the agreement between a landlord and a tenant. There is no reason the Tenant should have stopped payments, period.
13. The Tenant also testified that there was a power outage at the unit starting May 7, 2025. The parties agree that the Tenant is responsible for paying the electricity bills and the Tenant testified that – at that point in time – she was behind in her utility payments. The Landlord's agent testified that the Landlord had no knowledge of the power issue until the matter was brought up by the Tenant at the hearing.
14. I did not find the Tenant's testimony about the power issue to be credible. She did not identify any steps taken to resolve the issue, such as paying any amounts due to the electricity provider. Instead, she simply stated that the electricity provider "did not give a straight answer" to questions about her service being cut off. In any event, it is undisputed that the Tenant is responsible for paying these amounts. Therefore, I find that the Landlord is not in breach of the Act even if there has been a prolonged interruption of the electricity service (which I have not found to be proven on a balance of probabilities). Therefore, the mandatory relief provisions of subsection 83(3) are not applicable in this case.
15. The Tenant testified that she is receiving approximately \$2,200.00 in government benefits per month, half of which is allocated specifically to housing. None of this money has made its way to the Landlord since June 2024. In this situation, any relief would be inappropriate and unfair to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$18,369.40 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$19,278.57 if the payment is made on or before April 5, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after April 5, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 5, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$16,792.75. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$29.89 per day for the use of the unit starting March 11, 2026, until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before April 5, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 6, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 5, 2026, then starting April 6, 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 6, 2026.

March 25, 2026
Date Issued

Jeremy Henderson
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 6, 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 Tenants 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	\$18,183.40
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$18,369.40

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 5, 2026

Rent Owing to April 30, 2026	\$19,092.57
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$19,278.57

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

Rent Owing to Hearing Date	\$17,573.13
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$800.00
Less the amount of the interest on the last month's rent deposit	- \$166.38
Total amount owing to the Landlord	\$16,792.75
Plus, daily compensation owing for each day of occupation starting March 11, 2026	\$29.89 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	