



Order under Section 69 of the Residential Tenancies Act, 2006

File Number: LTB-L-004243-26-HR

In the matter of: 53, 405 WELLINGTON STREET
ST THOMAS, ON N5R5T7

Between: Eastwood Housing Corporation Landlord

and

Amanda Sinclair Tenant

HEARING ORDER

Eastwood Housing Corporation (the 'Landlord') applied in a L1 application seeking an order to terminate the tenancy and evict Amanda Sinclair (the 'Tenant') because the Landlord claimed that the Tenant did not pay the rent that the Tenant owes.

The application was heard by videoconference on March 18, 2026. The Landlord's agent Anny Thiessen (tenant coordinator) attended the hearing on behalf of the Landlord.

As of 10:01am (the hearing was scheduled to start at 9am), the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The LTB mailed the notice of hearing to the Tenant at the rental unit address on February 15, 2026, which was deemed served on February 20, 2026. There was no record of a request to adjourn or reschedule the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. I am satisfied from the Certificate of Service that 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 Landlord's legal representative submitted that the lawful monthly rent used to be \$136.00 during line 1 of the N4 and part of line 2; rent increased to \$139.00 starting April 1, 2025. Rent continues to be \$139.00 per month as of the hearing date.
4. Based on the current monthly rent, the daily rent/compensation is \$4.57. This amount is calculated as follows: (\$139.00 x 12 months), divided by 365 days.
5. The Tenant has not made any payments since the application was filed.

6. The rent arrears owing to March 31, 2026 are \$1,077.30.
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 \$139.00 from the Tenant on April 1, 2022 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. The Landlord paid interest on the rent deposit up to December 31, 2025. No further interest is owing because the Landlord paid interest beyond the termination date in the N4 Notice (July 22, 2025).
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord's legal representative submitted that this is a rent geared to income unit. the Tenant may have 2 children living with her. The Landlord has reached out multiple times by phone, letters, and email, but the Tenant has not responded to the outreach. The Landlord also tried to contact family members listed for the Tenant on file, to no avail. A standard voidable eviction order was sought because there was no prospect for the Tenant to pay off the arrears, which have now grown to an amount that is likely unaffordable for the Tenant.
11. Since the Tenant did not attend the hearing to challenge the application or give any testimony, there were no circumstances for me to consider denying or delaying eviction.

It is ordered that:

12. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

PAY AND STAY OPTIONS

13. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- **\$1,263.30*** if the payment is made on or before March 31, 2026 (see Schedule 1 section A for how this amount was calculated);

OR

- **\$1,402.30**** if the payment is made after March 31, 2026 but by April 4, 2026 (see Schedule 1 section B for how this amount was calculated).

14. 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 4, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

PAY AND GO OPTION

15. **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 4, 2026 (standard 11 days from the issuance date of this order).**
16. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$1,142.58*****. This amount includes rent arrears owing (pro-rated up to the termination date) plus the cost of filing the application. The rent deposit has been deducted from the amount owing by the Tenant (see Schedule 1 section C for how this amount was calculated.)
17. The Tenant shall also pay the Landlord compensation of **\$4.57 per day** for the use of the unit starting April 5, 2026 until the date the Tenant actually moves out of the rental unit or gets evicted through Sheriff enforcement.
18. If the Tenant does not pay the Landlord the full amount owing on or before April 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 5, 2026 at 4.00% annually on the balance outstanding.
19. If the unit is not vacated on or before April 4, 2026, then starting April 5, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
20. 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 5, 2026.

March 24, 2026
Date Issued

Michelle Tan
Vice Chair, 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 5, 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

PAY AND STAY OPTIONS

- 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	\$1,077.30
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$1,263.30*

- B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made after March 31, 2026 but by April 4, 2026**

Rent Owing To April 30, 2026	\$1,216.30
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$1,402.30**

PAY AND GO OPTION

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

Rent Owing To Termination Date April 4, 2026	\$1,095.58
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$139.00
Total amount owing to the Landlord	\$1,142.58***
Plus daily compensation owing for each day of occupation starting April 5, 2026 until the rental unit is vacated	\$4.57 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	