



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

File Number: LTB-L-077007-25

In the matter of: 1009, 2346 WESTON RD
YORK ON M9N0B7

Between: 2346 WESTON.COM INC. Landlord

And

MARGARET KELLY Tenant

2346 WESTON.COM INC. (the 'Landlord') applied for an order to terminate the tenancy and evict MARGARET KELLY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 18, 2026.

The Landlord's Legal Representative, David Ciobotaru, the Landlord's Agent, Sue Silvester, 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 \$1,839.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.46. This amount is calculated as follows: \$1,839.00 x 12, divided by 365 days.
5. The Tenant has paid \$9,483.88 to the Landlord since the application was filed.
6. The rent arrears owing to are \$300.66, which is disputed by the Tenant.
7. The Landlord collected a rent deposit of \$1,839.00 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.

8. The Tenant disputes the arrears, as the Tenant claims the Landlord has been charging for parking up to Mach 1, 2025.
9. The Landlord's Legal Representative provided a letter from the Landlord's Agent, Sue Silvester, confirming the Tenant has not been charged for parking.
10. The Landlord's Agent testified that parking is not included in the amount being sought on the N4 notice, and that the notice is only pertains to outstanding rent.
11. After review of the N4 notice, I am satisfied that the amount being sought is only for rent arrears outstanding, and that the amount being sought does not include parking charges. Therefore, I am satisfied to order the arrears outstanding.
12. 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 23, 2026, pursuant to subsection 83(1)(b) of the Act. The Tenant has paid a substantial amount towards the arrears outstanding, and I have considered the prejudice to the parties, and I find there would be more prejudice to the Tenant to find alternative living arrangements than to provide a short extension to allow the Tenant to satisfy 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:**
 - \$4,164.66 if the payment is made on or before April 23, 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 23, 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 23, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation the Landlord is entitled to by \$2,103.06. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$60.46 per day for compensation for the use of the unit starting until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

7. If the unit is not vacated on or before April 23, 2026, then starting April 24, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 24, 2026.

April 2, 2026
Date Issued

Samantha Greaves
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 24, 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 April 13, 2026

Rent Owing To April 30, 2026	\$13,462.54
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,483.88
Total the Tenant must pay to continue the tenancy	\$4,164.66

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

Rent Owing To Hearing Date	\$9,033.82
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,483.88
Less the amount of the last month's rent deposit	- \$1,839.00
Total amount owing to the Landlord	(\$2,103.06)
Plus daily compensation owing for each day of occupation starting	\$60.46 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	