



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

File Number: LTB-L-105744-25

In the matter of: 109-759 Second St.
London, ON N5V2B8

Between: CAPREIT Limited Partnership Landlord

And

Jamie Bennett Tenant

CAPREIT Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Jamie Bennett (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on March 11, 2026.

The Landlord's Representative, Gabriela Quaresma, 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 \$1,870.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$61.48. This amount is calculated as follows: \$1,870.00 x 12, 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 \$13,090.00. The Tenant did not dispute the amount of arrears.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.

Relief from Eviction

9. 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 15, 2026 pursuant to subsection 83(1)(b) of the Act.
10. The Landlord's Representative submitted that the Tenant fell into rental arrears beginning in September 2025 and has made no payments since the tenancy commenced. The Landlord notified the Tenant of the outstanding balance and requested that a payment arrangement be established. Ms. Quaresma also stated that, one week prior to the hearing, she sent the Tenant the Landlord's L1/L9 Update Sheet along with a further request to discuss repayment options. The parties have since discussed various proposals, including a 27-month repayment plan.
11. The parties met privately prior to the hearing in an attempt to resolve the matter but did not reach an agreement.
12. Given the significant arrears and the absence of any rent payments since the tenancy began, Ms. Quaresma requested that a standard eviction order be issued.
13. The Tenant explained that she relocated from another city to London and has incurred unexpected medical expenses related to her son's Type 1 diabetes. She stated that she has four children, the oldest being 19 years old, and expressed a desire to remain in the rental unit.
14. The Tenant proposed a repayment plan consisting of monthly arrears payments of \$1,330.00 commencing April 20, 2026, with ongoing rent to be paid in full- and on-time beginning April 1, 2026.
15. In support of this proposal, the Tenant disclosed total monthly household income of \$3,905.00, consisting of \$2,400.00 in Canada Child Benefit, \$400.00 in child support, and \$1,205.00 in Ontario Disability Support Program (ODSP) benefits. She advised that the shelter portion of her ODSP has been suspended, reducing her monthly ODSP income from \$2,505.00 to \$1,205.00. The Tenant reported total monthly expenses of \$2,054.00, including \$145.00 for transportation, \$96.00 for hydro, \$250.00 for mobile phones, \$101.00 for internet, \$56.00 for tenant insurance, \$131.00 for life insurance, \$800.00 for groceries, and \$475.00 in miscellaneous expenses for her children.
16. After accounting for rent, the Tenant's budget reflects a monthly shortfall of approximately \$19.00, increasing to \$1,349.00 when the proposed arrears repayment is included.

17. Based on the disclosed income and the proposed repayment plan, the Tenant would not have sufficient funds to meet their ongoing monthly expenses. As the Tenant was unable to demonstrate the financial capacity to sustain the tenancy under the proposed arrangement, I concluded that the tenancy could not be preserved. I explained to the parties that the Tenant's current financial circumstances do not support the viability of the tenancy.
18. In light of the absence of a rent deposit and the fact that no rent payments have been made since the tenancy began, I discussed with parties a delayed termination date of April 15, 2026. I informed the Tenant that if she was unable to void the order by paying the amount owing, the Landlord could file the order with the Sheriff to enforce eviction.

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:**
 - \$13,276.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$15,146.00 if the payment is made on or before April 15, 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 15, 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 15, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,082.28. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$61.48 per day for the use of the unit starting March 12, 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 16, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 15, 2026, then starting April 16, 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 16, 2026.

March 31, 2026

Date Issued

Ken Audziss

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 16, 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	\$13,090.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,276.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 15, 2026

Rent Owing to April 30, 2026	\$14,960.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,146.00

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

Rent Owing to Hearing Date, March 11, 2026	\$11,896.28
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$12,082.28
Plus, daily compensation owing for each day of occupation starting March 12, 2026	\$61.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	