



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

File Number: LTB-L-005885-26

In the matter of: 306, 10 NEWHAVEN MANORS
BRAMPTON ON L6S4J4

Between: Peel Housing Corp OP as Peel Living Landlord

And

SASHAUNA WILKINS Tenant

Peel Housing Corp OP as Peel Living (the 'Landlord') applied for an order to terminate the tenancy and evict SASHAUNA WILKINS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 26, 2026.

The Landlord's agent, Eshan Bellana, 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 Landlord testified this is a rent geared to income rental unit and that the lawful rent is \$1,281.00. It is due on the 1st day of each month. The Tenant testified that the lawful rent is \$756.00 and not \$1,281.00. I find in favour of the Landlord's evidence because although the Tenant maintained her position that she did not receive the rent increase letter from the Landlord, as a result of the Landlord's failure to provide her with a key to the mailbox, the Landlord also emailed the Tenant the letter stating her rent was being recalculated and increasing to \$1,281.00. The email was adduced into evidence and it supported the Landlord's position that they also emailed the Tenant the letter notifying her that the rent was going to increase. The Tenant said that she did not receive the email because her email storage was full. However, the Tenant confirmed that she still uses that email and during the hearing she used that email to send documents to the Board and Landlord. On a balance of probabilities, I am satisfied that the Landlord informed the Tenant of the rent increase, therefore making the lawful rent \$1,281.00.

4. Based on the Monthly rent, the daily rent/compensation is \$42.12. This amount is calculated as follows: \$1,281.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,750.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$3,268.00.
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 \$146.90 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.
9. Interest on the rent deposit, in the amount of \$0.72 is owing to the Tenant for the period from January 1, 2026 to March 26, 2026.

Relief from eviction:

10. The Tenant requested that if the Board were to grant the Landlord's application, then to provide her with 6 months to vacate. The Landlord opposed the 6 month delay, but were agreeable to a 2 month delay. 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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant lives in the rental unit with her 3 children, 2 of which are currently in school. The Landlord was agreeable to a 2-month delayed eviction, which would bring the termination date to May 31, 2026. I am delaying eviction to June 30, 2026 because this would allow the Tenant's children the opportunity to complete the school year while still living in the rental unit.
11. I did not make a finding on the mailbox key issue as the Tenant did not file a section 82 claim, but I did take it into consideration under section 83 of the Act, which is another reason why the eviction has been delayed until June 30, 2026.

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:**
 - \$4,735.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$6,016.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,297.00 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,120.50. 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 \$42.12 per day for the use of the unit starting March 27, 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 June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.

April 1, 2026
Date Issued

Vishal Nanda
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 January 1, 2027 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 30, 2026

Rent Owing To April 30, 2026	\$6,299.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,750.00
Total the Tenant must pay to continue the tenancy	\$4,735.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$7,580.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,750.00
Total the Tenant must pay to continue the tenancy	\$6,016.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$8,861.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,750.00
Total the Tenant must pay to continue the tenancy	\$7,297.00

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

Rent Owing To Hearing Date	\$4,832.12
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,750.00
Less the amount of the last month's rent deposit	- \$146.90
Less the amount of the interest on the last month's rent deposit	- \$0.72
Total amount owing to the Landlord	\$3,120.50
Plus daily compensation owing for each day of occupation starting March 27, 2026	\$42.12 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	