



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And Section 21.1 of the Statutory Powers Procedure Act**

Citation: JOSEPH v GILLIS, 2025 ONLTB 92245

Date: 2025-12-03

File Number: LTB-L-077826-25-AM

In the matter of: 273 COOK ST
BARRIE ON L4M4H7

Between: TOMSON JOSEPH Landlord

And

VICTORIA GILLIS Tenant
JEREMY McCULLEY

TOMSON JOSEPH (the 'Landlord') applied for an order to terminate the tenancy and evict VICTORIA GILLIS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 24, 2025.

The Landlord and the Tenant attended the hearing. The Tenant declined to speak to Tenant Duty Counsel prior to the start of this proceeding.

This amended order is issued to correct clerical errors in the original order issued on December 3, 2025. The reference to Tenant in this herein Order implies both Tenants in the tenancy.

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 \$2,397.48. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.82. This amount is calculated as follows: \$2,397.48 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 November 30, 2025, are \$10,883.88.
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 \$2,200.00 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.
9. Interest on the rent deposit, in the amount of \$220.78 is owing to the Tenant for the period from May 14, 2020 to November 24, 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 not be unfair to postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act. This extension of time accounts for both parties' evidence in relation to their financial circumstances.
11. The Landlord submitted that the parties have attempted to work out a payment plan to no avail, since the application was filed. The Tenant's evidence in relation to entering a payment plan illustrated that a payment plan would not be viable given the Tenant's current life circumstances, employment, income sources and monthly expenses. The Tenant would have difficulty covering the monthly rent, her other expenses, let alone the arrears. The Tenant further submitted they have had tenure of tenancy for 6 years, and recent job loss of the Tenant and reduced hours for her spouse have caused this issue, which they wish to remedy.
12. The Tenant testified to the impact an eviction would have on her and her children, explaining that the children (12 years of age), attend school in the local area, and have significant connection to their schools, their neighbours, and the community and thus the Tenant requested and extended eviction to end of March 2026. The Tenant also testified to the financial challenges looking for a new home would bring, and they are presently attempting to secure a loan with the help family.
13. In response to questioning from the Board, the Landlord explained that any further delay in granting the application would be financial prejudicial to the Landlord, and that the Landlord relies on rent to pay expenses related to the rental unit, however if all the rent arrears was to be paid, while he did not consent to a delay he did not object to the same.
14. Considering all of the evidence and, notwithstanding the Landlord may face some financial prejudice, I find that, pursuant to subsection 83(1)(b) of the Act that it would not be unfair to the Landlord to delay the eviction until March 31, 2026, due to the significant impact an early eviction would have on the Tenant and her children.
15. Given the Tenant's connection to the community and schooling needs of her two children, I am satisfied that they may experience challenges securing housing that fits their needs

such that more time is required. By contrast, the Landlord, while I acknowledge may face further financial prejudice, the Landlord is also holding the last month's rent deposit and after considering the totality of the circumstances I conclude that delaying eviction to March 31, 2026, is fair and appropriate.

16. The extension of time will provide the Tenant time to secure her future income sources/funds to pay the arrears or to find a new place to live for herself and her family.

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:**
 - \$13,467.36 if the payment is made on or before December 31, 2025. See Schedule 1 for the calculation of the amount owing.

OR

 - \$15,864.84 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$18,262.32 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$20,659.80 if the payment is made on or before March 31, 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 March 31, 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 March 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,143.30. 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 \$78.82 per day for the use of the unit starting November 25, 2025 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 March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.

December 3, 2025
Date Issued

Panagiotis P. Roupas
Member, Landlord and Tenant Board

April 1, 2026
Date Amended

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 1, 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 December 31, 2025

Rent Owing To December 31, 2025	\$13,281.36
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,467.36

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

Rent Owing To January 31, 2026	\$15,678.84
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,864.84

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$18,076.32
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,262.32

D. 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	\$20,473.80
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,659.80

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

Rent Owing To Hearing Date	\$10,378.08
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$220.78
Total amount owing to the Landlord	\$8,143.30
Plus daily compensation owing for each day of occupation starting November 25, 2025	\$78.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	