



Order under Section 69 Residential Tenancies Act, 2006

Citation: Stirling v Brown, 2026 ONLTB 28391

Date: 2026-04-07

File Number: LTB-L-007864-26

In the matter of: 3, 67 SEVENTH ST
WELLAND ON L3B5B9

Between: Graham Stirling Landlord

And

Lynda Brown Tenant

Graham Stirling (the 'Landlord') applied for an order to terminate the tenancy and evict Lynda Brown (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 2, 2026.

The Landlord's Legal Representative, Judith Callender and the Tenant attended the hearing. The Tenant declined to speak to Tenant Duty Counsel.

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 \$1,225.20. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$40.28. This amount is calculated as follows: \$1,225.20 x 12, divided by 365 days.
5. The Tenant has paid \$1,350.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$4,750.80.
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.
9. 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 May 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.
10. The Landlord's Legal Representative submitted that the parties have attempted to work out a payment plan to no avail, since the application was filed, and in fact testified that the Tenant preferred to pay other debt in priority to her rent. 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 status, income sources and monthly expenses. The Tenant would have difficulty covering the monthly rent, her other expenses, let alone the arrears. Moreover, the Tenant testified that her previous partner did not provide child support in a consistent manner, but when the Tenant proposed a payment plan, she considered this income. The Tenant further testified that she had the ability to have help from family and friends in terms of loans but did not provide any documentary evidence to substantiate this claim.
11. The Tenant testified to the impact an eviction would have on her and her eight children, explaining that they are a single income family, and the children 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 as much time as the Board would provide, as the Tenant testified that given her financial predicament if evicted she may become unhoused.
12. In response to questioning from the Board, the Landlord's Legal Representative 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 complex, and it was obvious the tenancy was not viable. Moreover, if the monthly income the Tenant was testifying to was indeed accurate the Tenant was preferring other debt to that of rent to the Landlord's detriment.
13. 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 May 31, 2026, due to the significant impact an early eviction would have on the Tenant and her eight children.
14. Given the Tenant's connection to the community and schooling needs of her 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, after considering the totality of the circumstances I conclude that delaying eviction to May 31, 2026, is fair and appropriate.
15. 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 children.

16. The Tenant testified that she provided a recent payment of \$1,400.00 towards the arrears. The Landlord's Legal Representative submitted that although this appeared to be the case, the funds provided by the Tenant towards the rent arrears, had yet to clear the Landlord's financial system, as of the time of this proceeding. I accept the Landlord's evidence on this point, and I have not accounted for the alleged payment in the order below. If the payment clears the Landlord is directed to apply that amount to 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:**
 - \$4,936.80 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$6,162.00 if the payment is made on or before May 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 May 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 May 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,792.16. 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 \$40.28 per day for the use of the unit starting April 3, 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 May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

April 7, 2026
Date Issued

Panagiotis P. Roupas
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 December 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 April 30, 2026

Rent Owing To April 30, 2026	\$6,100.80
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,350.00
Total the Tenant must pay to continue the tenancy	\$4,936.80

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	\$7,326.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,350.00
Total the Tenant must pay to continue the tenancy	\$6,162.00

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

Rent Owing To Hearing Date	\$4,956.16
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,350.00
Total amount owing to the Landlord	\$3,792.16
Plus daily compensation owing for each day of occupation starting April 3, 2026	\$40.28 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	