



Order under Section 69 Residential Tenancies Act, 2006

Citation: NUBURY PROPERTIES LIMITED v BUCHANAN, 2026 ONLTB 29365

Date: 2026-04-16

File Number: LTB-L-006268-26

In the matter of: 1814, 140 ELM RIDGE DR
TORONTO ON M6B1B1

Between: NUBURY PROPERTIES LIMITED Landlord

And

NARDIA BUCHANAN Tenant

NUBURY PROPERTIES LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict NARDIA BUCHANAN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 8, 2026.

The Landlord's Legal Representative, Emily Barbat, and the Tenant attended the hearing.

Determinations:

Preliminary Issue: Amending the Application

1. At the hearing, the parties confirmed that the other named tenant on the application is actually an occupant and was a minor when the lease was signed. Nardia Buchanan is the only named Tenant on the lease agreement. The parties requested to amend the application to remove the occupant's name. The request was granted, and the amendment is reflected in the style of cause for this order.

L1 Application:

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$3,579.54. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$117.68. This amount is calculated as follows: $\$3,579.54 \times 12$, divided by 365 days.
6. The Tenant has paid \$6,080.30 to the Landlord since the application was filed.
7. The rent arrears owing to April 30, 2026 are \$9,669.82.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,492.52 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.
10. Interest on the rent deposit, in the amount of \$309.56 is owing to the Tenant for the period from August 15, 2022 to April 8, 2026.

Relief from Eviction:

11. 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 July 15, 2026, pursuant to subsection 83(1)(b) of the Act.
12. The Tenant resides in the unit with her two daughters who are 18 and 16 years old.
13. The Tenant is employed full time and intends to take on a second job as well. The children's father does not live with them in the unit but would contribute financially to the household income (between \$1000.00 to \$1,200.00 per month). However, the father has been experiencing employment issues for the last few months and has not been able to provide any financial assistance. Without the father's contribution, the Tenant's household income is approximately \$4,200.00 per month. The Tenant was not certain how much or when the children's father would be able to contribute again.
14. The Tenant has applied to the Toronto Rent Bank for assistance of up to \$5,000.00, but the application is still pending. The Tenant proposed a payment plan of \$800.00 per month to pay down the arrears. The proposed plan would require 13 months to complete. Without certainty of when or how much financial aid can be included in the Tenant's income, my consideration of the Tenant's proposed payment plan is therefore based upon her \$4,200.00 monthly income.
15. On cross-examination, the Tenant provided details of her household expenses that even when considered at the lower end of the range provided by the Tenant and coupled with the monthly rent would exceed the Tenant's monthly income before the additional \$800.00 arrears payment is even added. This not only makes a conditional order unfeasible in the circumstances but also confirms that the tenancy at this current rent amount is unsustainable. To impose a conditional order would thus only result in the very likely event the Tenant would default on a payment, further financially prejudice the Landlord, and create additional proceedings to enforce an eviction.
16. The Tenant testified to her personal circumstances that include the very unfortunate passing of one of her children in 2022 that has led to substantial emotional hardship and

trauma for her family. One of the children in her unit also suffers from mental health issues while the other has cognitive disabilities. The school the younger child attends is very supportive of her needs, and the Tenant is understandably concerned about the likelihood of finding another good school nearby in the event of eviction. The Tenant herself is also living with her own symptoms of depression and anxiety from the stress of her personal and financial circumstances. Taking these factors into account, I find that it would not be unfair to postpone the eviction until July 15, 2026 to allow the Tenant additional time to try and void the order or secure alternate accommodation for herself and her children.

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:**
 - \$9,855.82 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$13,435.36 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$17,014.90 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$20,594.44 if the payment is made on or before July 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 July 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 July 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,415.64. 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 \$117.68 per day for the use of the unit starting April 9, 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 July 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 15, 2026, then starting July 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 July 16, 2026.

April 16, 2026
Date Issued

Fotoula Hatzantonis
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 16, 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	\$15,750.12
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,080.30
Total the Tenant must pay to continue the tenancy	\$9,855.82

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	\$19,329.66
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,080.30
Total the Tenant must pay to continue the tenancy	\$13,435.36

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	\$22,909.20
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,080.30
Total the Tenant must pay to continue the tenancy	\$17,014.90

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

Rent Owing To July 31, 2026	\$26,488.74
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,080.30
Total the Tenant must pay to continue the tenancy	\$20,594.44

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

Rent Owing To Hearing Date	\$13,112.02
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,080.30
Less the amount of the last month's rent deposit	- \$3,492.52

Less the amount of the interest on the last month's rent deposit	- \$309.56
Total amount owing to the Landlord	\$3,415.64
Plus daily compensation owing for each day of occupation starting April 9, 2026	\$117.68 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	