



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

File Number: LTB-L-011897-26

In the matter of: 1, 62 ROYCE AVE
BRAMPTON ON L6Y1J7

Between: Steve Desrosiers Sandhu Landlord

And

Corinna P. Roberts Tenant

Steve Desrosiers Sandhu (the 'Landlord') applied for an order to terminate the tenancy and evict Corinna P. Roberts and Kyle Macinnis because they did not pay the rent that they owe.

This application was heard by videoconference on April 15, 2026.

The Landlord and the Tenant, Corinna P. Roberts, 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. Kyle Macinnis was determined to no longer be a Tenant.
4. The lawful rent is \$2,300.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
6. The Tenant has paid \$610.00 to the Landlord since the application was filed.
7. The parties do not dispute that the rent arrears owing to April 30, 2026, are \$12,819.00.
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 \$2,300.00 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.
10. Interest on the rent deposit, in the amount of \$39.17 is owing to the Tenant for the period from June 24, 2025 to April 15, 2026.

Relief from Eviction

11. The Landlord sought a standard voidable eviction order, that would provide the Tenant 11 days to pay off all outstanding amounts and void the order.
12. The Landlord testified they reached out to the Tenant to negotiate a payment plan, and based on their personal circumstances, the Tenant was given extensions of time to pay the arrears owing to the Landlord; however, the Tenant did not make significant payments to the Landlord. The Landlord then testified that they are experiencing financial harm due to the non-payment of rent from the Tenant. The Landlord stated they are in debt to the bank and various family members, and this has caused the Landlord stress and strained their familial relationships. As well, due to the non-payment of rent, and with this being the only investment property the Landlord owns, the Landlord is now considering a power of sale due to falling behind on mortgage payments. The Landlord testified that they were not aware of any reason to delay or deny eviction.
13. The Landlord further testified that they were not open to a payment plan due to the Tenant's history of not paying the rent they owed even when given extensions of time to pay the outstanding arrears.
14. The Tenant testified that they are a survivor of domestic violence, and this was caused them to fall into rent arrears. The Tenant then stated that they have three children all under the age of ten and that one of her children suffers from pneumonia. Due to the injuries sustained from her ex-partner and her child's illness, the Tenant has had out of pocket expenses adding to her debt.
15. The Tenant further testified that they wanted an extended period to pay the arrears owing. The Tenant confirmed the sources of their income were mainly from child tax benefits payments and would now include child support. The Tenant did not provide particulars of a proposed payment plan and stated that she is now also receiving help from her mother to pay her bills, and combined with the above, they are now able to start paying off the arrears.
16. The Tenant provided some indications as to the amounts of their current monthly income and expenses. Given the evidence provided, the Tenant has \$5,154.00 as monthly income and approximately \$4,900.00 in monthly expenses, which does not include the \$109.00 contributed by the Tenant's mother. This would leave the Tenant with approximately \$254.00 per month.
17. The Tenant stated that they have been looking for new housing, and in the event eviction was ordered, the Tenant asked to have until the end of June to move out so that her children can complete the school year at their current schools.

18. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. While the situation of the Tenant is one that is sympathetic, this does not outweigh the obligations to pay rent in full and on time; moreover, relief would highly prejudice the Landlord in that their financial situation is already dire, and delaying or denying eviction would only exacerbate this. As well, based on the evidence provided, I find that the tenancy is not viable. The Tenant provided no documentary evidence to support the assertion that she will receive funds from her ex-partner, which is a significant amount in the Tenant's projected monthly income. In addition, despite a consistent and continuous income from child tax benefits and help from her mother, the Tenant has failed to pay the current outstanding arrears owing to the Landlord. Even if eviction is delayed or denied, the Tenant, after reviewing the Tenant's expenses, is seemingly unable to pay rent in full and on time and satisfy the current rental 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:**
 - \$13,005.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$15,305.00 if the payment is made on or before May 11, 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 11, 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 11, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,500.13. 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 \$75.62 per day for the use of the unit starting April 16, 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 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 12, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 11, 2026, then starting May 12, 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 May 12, 2026.

April 30, 2026
Date Issued

Amit Gurpersaud
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 November 12, 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	\$13,429.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$610.00
Total the Tenant must pay to continue the tenancy	\$13,005.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 11, 2026

Rent Owing To May 31, 2026	\$15,729.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$610.00
Total the Tenant must pay to continue the tenancy	\$15,305.00

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

Rent Owing To Hearing Date	\$12,263.30
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$610.00
Less the amount of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$39.17
Total amount owing to the Landlord	\$9,500.13
Plus daily compensation owing for each day of occupation starting April 16, 2026	\$75.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	