



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

File Number: LTB-L-010950-26

In the matter of: 19 GLEN ST
Wasaga Beach ON L9Z2K4

Between: Barbosa Residences and Commercial Properties Inc. Landlord

And

Julie Harms Tenant

Barbosa Residences and Commercial Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Julie Harms (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 23, 2026.

The Landlord's Agent, N. Sharma, the Landlord's other Agents, J. Gardner and W. Yeaman, 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 lawful rent is \$1,939.90. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$63.78. This amount is calculated as follows: \$1,939.90 x 12, divided by 365 days.
5. The Tenant has paid \$1,900.00 to the Landlord since the application was filed.
6. The Tenant did not dispute that the rent arrears owing to April 30, 2026 are \$4,789.90.
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 \$1,900.00 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 \$44.27 is owing to the Tenant for the period from March 15, 2025 to April 23, 2026.

Relief From Eviction

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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant stated she was working two jobs to maintain this tenancy and lost one of them in mid-February which has led to the rent arrears. She also stated that she has just recently lost her other job and is unable to find full-time work. She further stated that she understands that this tenancy is no longer sustainable for her but would like to be able to stay until May 31, 2026.
12. The Tenant also raised issues with maintenance in the tenancy. In particular, she stated she had no running water for some time during the winter, but agreed that issue is now resolved. She also asserted that the Landlord did not change the locks when she moved into the unit and is fearful that other people have a key to her unit. She further asserted that there are no working smoke detectors in her unit and confirmed that she reported this to the Fire Department but they have not responded to her complaint.
13. The Landlord's Agent initially requested a standard eleven day eviction order. She disputed the Tenant's assertions that the locks were not changed at the outset of the tenancy and that the smoke detectors are inspected yearly, last time being October 2025. She also stated that they have no records of any of these complaints from the Tenant before today's hearing. She further submitted that the Landlord is willing to extend the eviction date to the end of May.
14. Based on the evidence before me, I was not satisfied that the Tenant had properly raised these issues pursuant to section 82 of the Act or that she could not reasonably have done so. Therefore, they cannot be considered in that context. The Tenant may file her own application with the LTB to seek a remedy for these issues.
15. Additionally, I was not satisfied that the Landlord is currently in serious breach of its maintenance obligations under the Act. The issue with running water at the rental unit has been resolved. The issue with the lock change is disputed by the Landlord's Agent, who also stated that there are two locks on the entry door, deadbolt and door lock, which was not contested by the Tenant. Since there are two locks and there were not reports of unauthorized access, I was not satisfied that whether the locks were changed or not amounts to a serious breach of the Landlord's maintenance obligations. While an issue with a smoke detector or lack thereof in a rental unit is serious, I find it unlikely in this case given that the Landlord is required to do annual inspections and despite the Tenant reporting an issue to the Fire Department in this regard, no order for compliance has been issued to the Landlord.

16. Given that the Tenant has requested to remain in the unit until the end of May and the Landlord was not opposed to this request, I find that it would not be unfair to delay the eviction until May 31, 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:**
 - \$6,915.80 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 \$2,558.67. 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 \$63.78 per day for the use of the unit starting April 24, 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.

May 1, 2026
Date Issued

Lisa Del Vecchio
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 May 31, 2026

Rent Owing To May 31, 2026	\$8,629.80
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,900.00
Total the Tenant must pay to continue the tenancy	\$6,915.80

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

Rent Owing To Hearing Date	\$6,216.94
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,900.00
Less the amount of the last month's rent deposit	- \$1,900.00
Less the amount of the interest on the last month's rent deposit	- \$44.27
Total amount owing to the Landlord	\$2,558.67
Plus daily compensation owing for each day of occupation starting April 24, 2026	\$63.78 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	