



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-092342-25-RV

In the matter of: 355 LILLIAN ST
THUNDER BAY ON P7A1J3

Between: Andy Jarzabek Landlords
Shelley Jarzabek

And

AMANDA DELEY Tenant

Review Order

Andy Jarzabek (the 'Landlord') applied for an order to terminate the tenancy and evict AMANDA DELEY (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was resolved by order LTB-L-092342-25 issued on January 5, 2026.

On January 29, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleged that there is a serious error in the order and that they were not reasonably able to participate in the proceeding.

On February 2, 2026, interim order LTB-L-092342-25-RV-IN was issued, staying the order issued on January 5, 2026.

The review was heard by videoconference on December 15, 2025 and the review was subsequently granted by way of Interim Review Order issued on March 2, 2026 and a new hearing (de novo) was ordered.

This application was heard de novo by videoconference on April 21, 2026.

On consent, the application is amended to include two co-owners of the residential complex as Landlord which also includes Shelley Jarzabek.

The Landlords, the Tenant and the Tenant's legal representative, Claire Littleton, attended the hearing.

Determinations:

1. The Tenant does not dispute the Landlords allegations that they have been persistently late in paying the monthly rent as it becomes due on or by the first day of each month. The Tenant agrees that the tenancy is not viable based on their sole source of income. They cannot afford to pay the ongoing rent on their single income. The Tenant submits that they require additional time to vacate the rental unit and on this basis they asked for an extension of time until May 31, 2026 to vacate the rental unit and their request is granted for the following reasons.
2. The Tenant was in possession of the rental unit on the date the application was filed and the Tenant remains in possession of the rental unit as of this hearing date.
3. On November 3, 2025 the Landlords gave the Tenant an N8 notice of termination by placing in their mailbox where mail is normally delivered and following up by text to the Tenant's partner at that time. The termination date in the notice is January 31, 2026 and it alleges that the Tenant has paid rent late 6 times in the preceding 6 months. This would be for the period of June 2025 to November of 2025.
4. After the N8 notice was given to the Tenant, they paid the December, January and February rent on March 19, 2026. The March 2026 rent was paid in two installments. \$1,000.00 was paid on March 10th and the balance of \$400.00 was paid on March 12th. On April 8, 2026 the Tenant made a payment of \$800.00 to the Landlord towards the April rent and has not made any further payments since.
5. I therefore find that the Tenant has been persistently late in paying the ongoing rent.
6. Although I accept that the Tenant made valiant efforts to catch up on the arrears through community agencies with the support of the legal clinic, the Tenants admission that the tenancy is not viable as they cannot pay the ongoing rent or additional utility charges gives me no alternative but to grant the Landlords application for termination of the tenancy. The Tenant does not dispute this either and they are just looking for compassionate relief in the form of an extended eviction date.
7. The Landlords do not agree to extend a date for termination and requested the shortest eviction date possible because they too are experiencing severe financial hardship on the basis that they are not receiving the rent on time and the Tenant is unreliable in their monthly rent payments, which has been the case for several years.
8. The Landlords submit that they have their own family and their own housing related expenses. They have a family with four children, and they have had to borrow money from credit cards to pay the monthly bills. They also had to miss their son's hockey tournament out of town because they had no funds to support the event. They have not been able to afford to go on holidays and they have already given the Tenant several opportunities over years to pay in full and on time being sympathetic to their financial circumstances and their children. They also have a mortgage renewal coming up in June and they need to get access to the house to assess it before then. They also have a vehicle that needs repairing that they can't afford to repair and a child entering university.
9. The Tenant has lived in the rental unit for approximately 9 years. She receives ODSP that is approximately \$100.00 more than the rent. She used to receive the child tax benefit until her children turned 18 and now, she no longer receives the benefit. Her ex-partner used to

help with the rent, but they were incarcerated in January of 2026. Since that time the Tenant has struggled emotionally as a result of domestic abuse and has recently had her Identification (ID) stolen which prevents her from accessing her bank account. She has enlisted support from an agency through the legal clinic; however, they are unsure of when they will get new ID or access to their banking. The Tenant also has accumulated belongings in the property over her tenure and needs additional time to hopefully be able to sell some items to help save up for first and last month's rent elsewhere. I also accept that the Tenant suffers from back pain and depression and PTSD and a move is very difficult under her circumstances.

10. Originally the Tenant has requested to stay until June 30, 2026 and then she retracted her statement and indicated that she could vacate by May 31, 2026.
11. While I am mindful of the prejudice caused to the Landlords under the circumstances, I also find the Tenants circumstances equally compelling, with the exception that they are in fact losing their long-term housing. An oral decision in this regard was given at the hearing so the parties could prepare accordingly.
12. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 31, 2026.
2. 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.
3. 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 4, 2026
Date Issued

Terri van Huisstede
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 of the Tenant 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.