



Order under Section 69 Residential Tenancies Act, 2006

Citation: LONDON & MIDDLESEX COMMUNITY HOUSING v FERGUSON, 2026 ONLTB 34970

Date: 2026-05-07

File Number: LTB-L-014517-26

In the matter of: 97 PRIMROSE CRT
LONDON ON N5Z3C6

Between: LONDON & MIDDLESEX COMMUNITY HOUSING Landlord

And

NANCY FERGUSON Tenants
CLAY KUZIO

LONDON & MIDDLESEX COMMUNITY HOUSING (the 'Landlord') applied for an order to terminate the tenancy and evict NANCY FERGUSON and CLAY KUZIO (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on April 27, 2026.

The Landlord's legal representative, K. O'Donnell, and the Tenant, N. Ferguson, attended the hearing. N. Ferguson advised that she had authority to speak on behalf of the second named Tenant, C. Kuzio.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$972.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$31.96. This amount is calculated as follows: \$972.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$7,776.00.

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 \$184.00 from the Tenants 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 \$1.24 is owing to the Tenants for the period from January 1, 2026 to April 27, 2026.
10. The Tenant does not dispute the arrears owing and seeks to continue her tenancy. The Tenant testified that she has resided in the unit since April 2013. She stated that between the summer of 2025 to February 2026, her bank would not permit her to make payments directly to the Landlord. As a result, she provided the rent to her grandson's (Clay Kuzio) girlfriend, with the expectation that the payments would be remitted to the Landlord on her behalf. The Tenant testified that these payments were not made and that the funds were retained by the individual and have not been returned.
11. The Tenant acknowledged that rent for March and April 2026 remains unpaid. She testified that her grandson is currently incarcerated, which has reduced her income. The Tenant further testified that she has attempted to reapply for subsidy but has been unsuccessful. She also stated that her vehicle required repairs, and she prioritized that expense as she travels to assist her father who is experiencing significant health issues.
12. The Tenant testified that her grandson may be released on parole on May 26, 2026, and that employment is available for him upon release, which could assist with rent payments. If he is not released, the Tenant stated that she would reduce her expenses and seek financial assistance from family members to address the arrears and maintain the monthly rent. She also indicated that she is expecting a tax refund, which she intends to apply towards the rent. The Tenant further testified that she contacted the Salvation Army for financial assistance but was advised that she must first secure at least two months' rent before any support can be provided.
13. The Tenant testified that her sole source of income is Old Age Security and Canada Pension Plan benefits, totaling \$1,400.00 per month. Her monthly expenses, including rent, total \$2,708.00. In the event of eviction, the Tenant requested a delay until mid-July 2026, citing that she suffers from osteoarthritis in her knees and would require additional time to vacate as she must also continue to provide care for her father.
14. The Landlord's representative submitted that the Tenants have not paid rent since September 17, 2025, and is relying on the possibility of her grandson's release on parole, which is not guaranteed. The representative further submitted that, based on the Tenant's own evidence, she would need to borrow money to address the arrears, the tenancy is not viable. The Landlord requests a standard order.
15. The Landlord's representative further submitted that permitting the Tenants to remain in the unit until mid-July 2026 would be prejudicial, as the unit is a three-bedroom unit and the Tenant is over housed. It was submitted that there are numerous families awaiting subsidized housing. I note that while this may be relevant to broader housing

considerations, it does not establish prejudice to the Landlord in the context of this application.

16. 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.
17. Based on the evidence before me, on a balance of probabilities, I am not satisfied that the tenancy is viable. The Tenant's monthly expenses significantly exceed her income. The Tenant's submission that her grandson may be released on parole on May 26, 2026 is speculative. In the event that he is not released, the Tenant intends to borrow money to address the arrears and ongoing rent, which does not provide a reliable or sustainable basis for maintaining the tenancy. While I have considered the Tenant's circumstances, including her longstanding tenancy and health issues, tenants cannot continue occupy a rental unit without paying rent to the Landlord. In the circumstances, I find that a brief delay of eviction to May 31, 2026 is appropriate.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,962.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$8,934.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before May 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$7,667.68. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$31.96 per day for the use of the unit starting April 28, 2026 until the date the Tenants moves out of the unit.

7. If the Tenants do not pay the Landlord the full amount owing on or before May 31, 2026, the Tenants 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 30, 2026

Date Issued

Mayra Sawicki

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 Tenants 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	\$7,776.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$7,962.00

B. Amount the Tenants 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	\$8,748.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$8,934.00

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

Rent Owing To Hearing Date	\$7,666.92
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$184.00
Less the amount of the interest on the last month's rent deposit	- \$1.24
Total amount owing to the Landlord	\$7,667.68
Plus daily compensation owing for each day of occupation starting April 28, 2026	\$31.96 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	