



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hartley v Colley, 2026 ONLTB 35982

Date: 2026-05-08

File Number: LTB-L-014540-26

In the matter of: 2, 1076 KING ST. E
OSHAWA ON L1H1H6

Between: Shirley Hartley Landlord

And

Melanie Colley Tenant

Shirley Hartley (the 'Landlord') applied for an order to terminate the tenancy and evict Melanie Colley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Landlord's Agent, Jennifer Nitchie, and the Tenant attended the hearing. The Tenant declined the opportunity to consult with Tenant Duty Counsel prior to 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 \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$5,100.00.
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 \$100.00 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 \$0.76 is owing to the Tenant for the period from December 17, 2025 to April 27, 2026.
10. The Tenant did not dispute the amount of rent arrears owing to the Landlord.

Section 83 considerations

11. The Landlord testified that she is seeking an 11-day standard eviction order. She stated that the Tenant did not take possession of the rental unit until sometime in December 2025 and that, since the commencement of the tenancy, the Tenant has not paid the monthly rent in full. The Landlord further testified that she relies on the monthly rent payments from her tenants to maintain the residential complex and is not in a financial position to sustain tenants who fail to pay their rent.
12. The Tenant testified that when she moved into the rental unit, she had recently begun a new job however, she lost this employment in February 2026 and is no longer working. She stated that she has been approved to receive benefits from the Ontario Disability Support Program (ODSP) and is expecting a retroactive payment dating back to September 2025. She further testified that ODSP has advised her that her monthly benefits will be \$2,800.00, and that the retroactive payment will enable her to pay the outstanding rent arrears, while the ongoing monthly benefit will allow her to meet the monthly rent obligations.
13. The Tenant further testified she provided a letter from ODSP to the Landlord confirming her benefit status.
14. 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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act. The additional time will provide the Tenant with the opportunity to pay the outstanding rent arrears and void the order or, in the alternative, provide time to find alternative housing.

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:**
 - \$7,286.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,286.00 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,960.49. 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 \$65.75 per day for the use of the unit starting April 28, 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 June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

May 8, 2026
Date Issued

Susan Priest
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 1, 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
SUMMARY OF CALCULATIONS

1

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	\$7,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,286.00

B. 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	\$9,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,286.00

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

Rent Owing To Hearing Date	\$4,875.25
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$100.00
Less the amount of the interest on the last month's rent deposit	- \$0.76
Total amount owing to the Landlord	\$4,960.49
Plus daily compensation owing for each day of occupation starting April 28, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	