



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2731601 Ontario Inc. v McCarthy, 2026 ONLTB 36123

Date: 2026-05-08

File Number: LTB-L-014369-26

In the matter of: UPSTAIRS RESIDENTIAL UNIT
140 BARBER AVE S
LISTOWEL ON N4W1Z6

Between: 2731601 Ontario Inc. Landlord

And

Tanith McCarthy Tenant

2731601 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tanith McCarthy (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's Agent, David Dickey, 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 \$1,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 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 \$8,850.00.
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 \$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 \$23.39 is owing to the Tenant for the period from September 26, 2025 to April 27, 2026.
10. The Tenant does not dispute the amount of rent arrears owed to the Landlord.

Relief from eviction

11. The Landlord seeks an 11-day standard eviction order. The Landlord's agent submitted the Tenant moved into the rental unit on October 1, 2025 and since that date the Tenant has not paid the monthly rent in full. He stated the Tenant paid the first month's rent for October 2025, paid only \$200.00 in November 2025, \$1,3500.00 in December 2025, and \$1,000.00 in January 2026. No rent payments have been received since the application was filed on February 17, 2026.
12. The Landlord's agent stated the Tenant's lack of rent payments has no caused significant financial impact however, given the Tenant's payment history, he is not confident the Tenant will adhere to a payment plan as she has shown little responsibility in paying the monthly rent.
13. The Tenant testified that she resides in the rental unit with her two teenaged children and does not wish to vacate the premises. She acknowledged that she has occupied the unit for only seven months however, she recently secured full-time employment, and her monthly income is sufficient to cover the rent as well as an additional payment toward the arrears. She further acknowledged that she remains on probation with her employer but anticipates that the position will be long-term. Although, at the hearing, she did not propose a specific repayment plan, she testified that her monthly income is \$4,200.00 and that her monthly expenses, inclusive of rent, total \$2,980.00, leaving a surplus of approximately \$1,220.00.
14. Following the conclusion of the hearing, the Tenant submitted an email as a post-hearing submission setting out a proposed payment plan. As the Landlord was not afforded an opportunity during the hearing to make submissions regarding this proposal, the Tenant's post-hearing submission was not considered in making these determinations.
15. 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. Although the Tenant asserts that she has the financial means to maintain the tenancy and comply with a repayment plan, I am not satisfied, given her rental payment history, that she would adhere to such a plan. The rent arrears are substantial, exceeding \$10,000.00, and I find that the prejudice to the Landlord outweighs that of the Tenant. Since the commencement of the tenancy, the Tenant has paid the rent in full for only one month and has not paid the full rent thereafter. In my view, the tenancy is no longer sustainable however, the termination will be postponed to allow the Tenant a reasonable opportunity either to void the order or to secure 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:**
 - \$10,936.00 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 \$6,899.30. 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 \$62.47 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 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 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 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	\$10,750.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,936.00

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

Rent Owing To Hearing Date	\$8,636.69
Application Filing Fee	\$186.00
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	- \$23.39
Total amount owing to the Landlord	\$6,899.30
Plus daily compensation owing for each day of occupation starting April 28, 2026	\$62.47 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	