



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

File Number: LTB-L-008555-26

In the matter of: 609, 1285 LAKESHORE RD E
MISSISSAUGA ON L5E1G4

Between: Homestead Land Holdings Limited Landlord

And

Natasha Timms Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Natasha Timms (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 8, 2026 and April 24, 2026.

The Landlord's Legal Representative, Crystal Sankey, and the Tenant attended the hearing.

Preliminary Issue:

1. At the hearing the Tenant attempted to raise maintenance claims pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). Rule 19.4 of the Board's Rules state:

Unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears shall provide the other parties and the LTB with the following at least 7 days before the scheduled CMH or hearing:

1. a written description of each issue the tenant intends to raise; and
 2. a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.
2. The Tenant did not comply with the service/disclosure requirements of Rules 19.4. As per the Tenant's own admission, the Tenant's section 82 claim and evidence was not served on the Landlord or the Landlord's Legal Representative.

3. By Interim Order of April 9, 2026, I directed the Tenant to serve any evidence on the Landlord by April 17, 2026 and noted that the Landlord consented to email service. This did not happen.
4. Given this failure to properly serve their s. 82 claim and evidence, the Tenant was therefore not permitted to rely on their section 82 evidence and the matter proceeded to only hear the Landlord's claim for arrears of rent owing.

Determinations:

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,947.21. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$64.02. This amount is calculated as follows: $\$1,947.21 \times 12$, divided by 365 days.
9. The Tenant has paid \$2,758.95 to the Landlord since the application was filed.
10. The rent arrears owing to April 30, 2026 are \$10,779.12. The Tenant did not dispute this amount of arrears owing.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,875.84 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.
13. Interest on the rent deposit, in the amount of \$38.64 is owing to the Tenant for the period from May 2, 2025 to April 24, 2026.
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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act.
15. The Landlord sought a termination of the tenancy due to the quantum of the arrears and was agreeable to an extension of the termination date to May 31, 2026.
16. The Tenant sought to preserve her tenancy. She indicated that she was seeking assistance from various social agencies to obtain funds to pay her rent arrears but had not received any final decisions as of the date of the hearing. The Tenant acknowledged that she had not made any rent payments personally in recent months and that the only funds received by the Landlord were those which came from a support agency (\$919.65/month).
17. The Tenant disclosed a monthly income of \$2,069.00 and the receipt of a rent subsidy in the amount of \$919.65, for a total income of \$2,988.65. The Tenant further disclosed

expenses of approximately \$3,100.00/month (rent included). As such, it does not appear that there is any conceivable possibility of the Tenant making any payments towards her arrears given her current financial situation.

18. The Tenant indicated that she has been looking for new places to live but would like to stay in place until her child finishes their school year in mid-June 2026. The Tenant disclosed that their child attends school online.
19. Given the submissions of the parties, I find it reasonable to postpone a termination of the tenancy until May 31, 2026 to allow the Tenant additional time to find new accommodations.

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:**
 - \$12,912.33 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 \$8,639.91. 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 \$64.02 per day for the use of the unit starting April 25, 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 6, 2026
Date Issued

Curtis Smith
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	\$15,485.28
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,758.95
Total the Tenant must pay to continue the tenancy	\$12,912.33

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

Rent Owing To Hearing Date	\$13,127.34
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,758.95
Less the amount of the last month's rent deposit	- \$1,875.84
Less the amount of the interest on the last month's rent deposit	- \$38.64
Total amount owing to the Landlord	\$8,639.91
Plus daily compensation owing for each day of occupation starting April 25, 2026	\$64.02 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	