



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

File Number: LTB-L-102324-25

In the matter of: TOP FLOOR, 28 STEVENSON STREET
NORTH
GUELPH ON N1E5A5

Between: FARIDA JIWA Landlord

And

KATHREEN EDWARD Tenant

FARIDA JIWA (the 'Landlord') applied for an order to terminate the tenancy and evict KATHREEN EDWARD (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2026.

The Landlord's legal representative, Janet van Oordt, and the Tenant attended the hearing.

Determinations:

1. At the outset of the hearing, the Tenant requested an adjournment on the basis that she had been stuck in a snowbank that morning and did not have her paperwork with her. When asked what paperwork she required, the Tenant indicated that she had only recently received the notice of hearing in the mail. I was not satisfied that an adjournment was necessary. The Tenant did not identify any specific document she needed to respond to the application, and the issues to be determined were straightforward. The adjournment request was denied and the hearing proceeded on its merits.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,764.40. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$58.01. This amount is calculated as follows: \$1,764.40 x 12, divided by 365 days.
6. The Tenant has paid \$1,762.40 to the Landlord since the application was filed.

7. The rent arrears owing to February 28, 2026 are \$5,251.20.
8. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,550.00 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.

Relief from Eviction

10. The Tenant did not dispute the arrears or the validity of the N4 Notice. The only contested issue is whether relief from eviction should be granted under section 83 of the Act. In support of her request for relief, the Tenant raised the following circumstances: she has three children under the age of 18 who attend school near the rental unit; she keeps pets in the unit; her grandfather recently passed away; and she has lived in the unit since 2019, a tenancy of approximately seven years.
11. The Tenant asked that the eviction date be postponed to April 30, 2026, so that she would have the opportunity to void the order in the meantime by paying the arrears in full, either from her own resources or through a payment from the Ontario Disability Support Program (ODSP).
12. The Tenant did not provide any evidence of her income or expenses, or of how she would assemble the funds to pay the arrears in full by April 30, 2026. She also did not provide any evidence that ODSP had agreed to pay the arrears, the amount it might pay, or when any such payment might be received.
13. I accept that the length of the tenancy, the presence of three school-aged children with established connections to a nearby school, and the recent bereavement are relevant considerations under subsection 83(2) of the Act and weigh in favour of some measure of relief. These considerations must, however, be weighed against the substantial arrears that have accumulated and the absence of a concrete plan to address them. The Tenant's stated intention to pay, without any evidence of the means by which she would do so, does not provide a sufficient basis to grant or impose conditional relief under section 83 of the Act.
14. Given that the date of this order is past the requested April 30, 2026 date, I do not find a further delay to be appropriate. The Tenant has, in substance, had the period of time she requested at the hearing in which to pay the arrears and void the application.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:

- \$10,745.40 if the payment is made on or before May 22, 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 22, 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 22, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,833.92. 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 \$58.01 per day for the use of the unit starting February 13, 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 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 22, 2026, then starting May 23, 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 May 23, 2026.

May 12, 2026
Date Issued

Colin Elsby
, 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 November 23, 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 22, 2026

Rent Owing To May 31, 2026	\$12,306.80
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,762.40
Total the Tenant must pay to continue the tenancy	\$10,745.40

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

Rent Owing To Hearing Date	\$5,945.32
Application Filing Fee	\$201.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,762.40
Less the amount of the last month's rent deposit	- \$1,550.00
Total amount owing to the Landlord	\$2,833.92
Plus daily compensation owing for each day of occupation starting February 13, 2026	\$58.01 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	