



Order under Section 69 Residential Tenancies Act, 2006

Citation: Stempski v Roberts, 2026 ONLTB 36678

Date: 2026-05-14

File Number: LTB-L-017181-26

In the matter of: UPPER, 235 NORTH ST
FORT ERIE ON L2A3R9

Between: Rachel Stempski Landlord

And

Kristine Roberts Tenant

Rachel Stempski (the 'Landlord') applied for an order to terminate the tenancy and evict Kristine Roberts (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 4, 2026.

The Landlord, the Tenant and the Tenant's Support Person, Cassandra Fairchild, attended 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 \$1,600.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
5. The Tenant has paid \$900.00 to the Landlord since the application was filed.
6. The parties agree that the rent arrears owing to May 31, 2026, are \$6,800.00.
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 \$1,600.00 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 \$23.20 is owing to the Tenant for the period from August 26, 2025, to May 4, 2026.
10. 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.
11. The Tenant requests a delay in eviction to June 30, 2026. The Tenant has a 11-year-old child who has ADHD and Tourette's tics. The child has issues adjusting to new environment and a delay would give him an opportunity to finish his school year. The Tenant is also willing to pay May's rent by May 22, 2026. The Tenant requests her last month's rent deposit be applied to June's rent.
12. The Tenant testified that she met with an accident after moving into the rental unit last year and was laid off from work. She has found another employment in March 2026, but it is only part-time work, and she does not make enough to pay rent. She did make a partial payment after she received a pay in April. The Tenant is hopeful to get more hours and better pay soon.
13. The Landlord believes the request for delay is unreasonable as the rent arrears are high and the Tenant would not be able to pay May's rent until May 22, 2026, and she would not be able to pay June's rent either. The Landlord also has expenses and cannot continue to expend personal funds for the Tenant to live free at the rental unit.
14. Keeping the circumstances of both parties in mind and the length of the tenancy, I find a small delay to May 31, 2026, would be reasonable. A further delay would be prejudicial to the Landlord. This delay may give time to the Tenant find resources to pay off the arrears and preserve her tenancy.

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:**
 - \$6,986.00 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 \$3,973.20. 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 \$52.60 per day for the use of the unit starting May 5, 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 14, 2026
Date Issued

Sheena Brar
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 November 30, 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	\$7,700.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$900.00
Total the Tenant must pay to continue the tenancy	\$6,986.00

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

Rent Owing to Hearing Date	\$6,310.40
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$900.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$23.20
Total amount owing to the Landlord	\$3,973.20
Plus, daily compensation owing for each day of occupation starting May 5, 2026	\$52.60 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	