



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

File Number: LTB-L-018273-26

In the matter of: 4, 140 COWAN AVE
TORONTO ON M6K2N4

Between: APLOMB PROPERTIES INC Landlord

And

Nicole Francoise Cafe-La Barge Tenant

APLOMB PROPERTIES INC (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Francoise Cafe-La Barge (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 6, 2026.

The Landlord's agent, Abraham Litwin-Logan, and the Tenant 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 \$2,350.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$77.26. This amount is calculated as follows: \$2,350.00 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 May 31, 2026 are \$9,400.00.
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 \$2,350.00 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 \$45.97 is owing to the Tenant for the period from June 1, 2025 to May 6, 2026.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'). In particular, I have considered that the Tenant finds herself in very unfortunate circumstances. The Tenant lives in the rental unit with her 13-year-old daughter. The Tenant says that she was previously employed at a stable and well-paying position for several years. However, the Tenant says she lost her job because she had to care for her daughter who had experienced a severe mental health crisis. The Tenant says she has been unemployed since June 11, 2025, and she has spent her savings, her pension, and her EI sick benefits in the intervening months. The Tenant says that her own mental health has deteriorated and she is currently seeing a trauma counsellor while also attempting to find employment.
11. The Tenant says that she recently qualified for EI Family Caregiver Benefits. However, I have considered that these benefits are temporary and I am not satisfied that they will allow the Tenant to pay the monthly rent in full while also paying the growing rent arrears.
12. The Tenant says she has reached out to various financial resources but has been unsuccessful in finding any assistance. This means that, in the absence of additional income, the Tenant is simply unable to pay the monthly rent or make any payments towards the outstanding arrears. This ongoing situation remains prejudicial to the Landlord.
13. However, in light of how vulnerable the Tenant and her daughter are, I find that it would not be unfair to grant relief from eviction in the form of delay. I say this because, once the Tenant has this order, she may be able to obtain some financial help from her community resources. Based on my knowledge of similar cases, tenants are sometimes able to secure additional financial help once they have an order from the Board that terminates the tenancy. By slightly delaying the termination date, the Tenant may have time to secure the funding she needs to save her tenancy.
14. To that end, **the Tenant is strongly encouraged to contact her Legal Aid Ontario at 1-800-668-8258 or 416-979-1446. The Tenant should tell them about this termination order and request help for obtaining any financial assistance which may be available to her.** In the absence of financial help, Legal Aid may also be able to assist the Tenant with finding housing supports in her community.
15. For all of these reasons, and after considering all of the circumstances, I find that it would not be unfair to postpone the eviction until July 31, 2026 pursuant to subsection 83(1)(b) 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:

- \$9,586.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,936.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$14,286.00 if the payment is made on or before July 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 July 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 July 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,303.59. 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 \$77.26 per day for the use of the unit starting May 7, 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 July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.

May 15, 2026
Date Issued

Laura Hartslief
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 February 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 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	\$9,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,586.00

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	\$11,750.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,936.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$14,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,286.00

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

Rent Owing To Hearing Date	\$7,513.56
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,350.00
Less the amount of the interest on the last month's rent deposit	- \$45.97
Total amount owing to the Landlord	\$5,303.59
Plus daily compensation owing for each day of occupation starting May 7, 2026	\$77.26 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	