



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-019824-26

In the matter of: 3, 835 MOSLEY ST
WASAGA BEACH ON L9Z2H5

Between: Barbosa Residences & Commercial Properties Inc. Landlord

And

Cheryl Henson Tenant

Barbosa Residences & Commercial Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Cheryl Henson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Agent, Neharika Sharma, The Tenant and the Tenant's Support Worker, Jennifer Larbi, 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 \$945.56. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$31.09. This amount is calculated as follows: \$945.56 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 \$3,727.80. The Tenant did not dispute the amount of the arrears.
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 \$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 \$8.39 is owing to the Tenant for the period from December 2, 2025 to May 12, 2026.

Section 83 Considerations:

10. The Tenant testified that she separated from her partner at the end of January 2026 and there were charges related to the separation, which affected her mental health and led to her not paying February 2026 rent. The Tenant then testified she asked a friend to help her with her banking in March 2026, and they stole \$1,200.00 from her account. The Tenant testified that she has physical disabilities relating to breaking her shoulder 2 years ago in the rental unit and the break not healing properly, and the Tenant testified she previously broke her tailbone which has caused a degenerative disease in her back. The Tenant also testified that she has a brain tumour and struggles with addiction, though she now has a worker helping her with counselling for her addiction.
11. The Tenant proposed a payment plan of \$200.00 per month, which would pay off the arrears in 20 months. The Tenant's income is \$1,600.00 from the Ontario Disability Support Program, and her expenses without considering food costs are approximately \$1,386.00 per month.
12. The Tenant testified that if she is evicted, she would move into her daughter's house in Guelph. The Tenant also testified that she would need at least 2 or 3 months to find alternative housing if evicted.
13. The Landlord's Agent testified that this is the second N4 notice for arrears filed with the Board, and previously the County of Simcoe paid the Tenant's arrears through the housing retention fund. The Landlord is opposed to a payment plan as the Tenant has not made any good faith payments and this is a recurring issue. The Landlord is seeking a standard 11-day order.
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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act. I accept the Tenant's evidence she will be impacted by an eviction, however the payment plan proposed is not viable based on the Tenant's income and her expenses. I also accept the Tenant's evidence about her medical conditions and physical limitations. I am satisfied a short delay in eviction would not be unfair in these circumstances to allow the Tenant to find other accommodations or move to her daughter's home. However, given that the arrears are not insignificant and the Tenant has made no payments since the application was filed, it would be unfair to delay the eviction longer.

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:

- \$3,913.80 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$4,859.36 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,432.93. 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 \$31.09 per day for the use of the unit starting May 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 June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

May 19, 2026
Date Issued

Allana McComb
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 January 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	\$3,727.80
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$3,913.80

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	\$4,673.36
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,859.36

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

Rent Owing To Hearing Date	\$3,155.32
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$900.00
Less the amount of the interest on the last month's rent deposit	- \$8.39
Total amount owing to the Landlord	\$2,432.93
Plus daily compensation owing for each day of occupation starting May 13, 2026	\$31.09 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	