



AMENDED Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-041481-25-AM

In the matter of: 70, 370 POND MILLS RD
LONDON ON N5Z3X6

Between: London and Middlesex Community Housing Landlord

And

Catrina Nicholas Tenant

This amended order is issued to correct an inadvertent error related to directing the Sheriff in the original order dated April 27, 2026. That error occurred in paragraph 9 of the “It is ordered that” section. The change to the original order is shown below in bold, italics print.

London and Middlesex Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Catrina Nicholas (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 application)

The initial hearing for this L1 application was held on August 12, 2025, which was adjourned at the Tenant's request. At that hearing, the Tenant indicated she did not have her social worker present and suffers from memory loss. The presiding Member granted the adjournment, making it peremptory on the Tenant and further, directing the Tenant to pay her monthly rents from that date up to the next scheduled hearing. Interim order LTB-L-041481-25-IN was issued on August 18, 2025 which set out the adjournment and included an order for the Tenant to pay her monthly rents up to the next hearing.

This L1 application was rescheduled and then heard by videoconference on April 16, 2026.

Only the Landlord's Legal Representative, Kelley O'Donnell, and the Landlord's Agent, Deven Richardson, attended the hearing.

As of 9:55 am when the hearing concluded, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. The Landlord's representatives led exhibit LL#1 (Feb 18/2026 email and March 31/2026 email) into evidence to support their submission that the Tenant was given at least two reminders, with copies of the notice of hearing and information on various tenant resources that could be accessed) with respect to this scheduled hearing.

The representatives communicated with various existing tenant supports such as CMHA, ODSP and SOAHAC, but none of the supports was able to assist in any way. The Landlord's Agent stated on February 18, 2026, he had a long, good telephone conversation with the Tenant about the rent arrears, the tenancy and the upcoming hearing, and even followed-up with the Tenant subsequently. Further, the Landlord's Agent stated he called the Tenant just before this scheduled hearing was to commence, and he emailed her again the login information for calling into the videoconference block, either by telephone or by video link.

As a result of the foregoing, I was satisfied to have the hearing proceed with only the Landlord's evidence.

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 monthly rent is \$989.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$32.52. This amount is calculated as follows: \$989.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the L1 application was filed.
6. The rent arrears owing to April 30, 2026 are \$15,933.00.
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 \$190.00 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 \$1.16 is owing to the Tenant for the period from January 1, 2026 to April 16, 2026.
10. In respect of circumstances, the Landlord submitted the Tenant's tenancy is subject to review because she is apparently in a "overhousing" situation, which the Tenant is attempting to avoid dealing with. The Landlord submitted the Tenant was offered another unit to move into, which would meet her residential needs, while allowing the rental unit to be allocated to another family in need. The Landlord affirmed they have tried to have the Tenant agree to reduce her arrears by having the Tenant direct ODSP to pay directly to the Landlord the rent amounts monthly but the Tenant has refused to arrange for this, and has not shown any commitment to making any rent payments in an effort to reconcile her account. The Landlord stated that in their contact with CMHA and ODSP, they were told that the Tenant has chosen not to engage with CMHA and ODSP, which does not help her

rent arrears situation which only continues to worsen, and which renders the ability to reconcile the growing arrears improbable.

11. The Landlord asked for a standard voidable order and requested a provision to allow the Sheriff to expedite enforcement should the order not be voided. The Landlord submitted that as a result of the Tenant's arrears and overhousing, there is a serious prejudice not only to the Landlord but largely to those who are in need and who are currently on the waiting list for a unit like this rental unit (3-bedroom townhome). The Landlord submitted there are enforcement delays upwards of eight weeks in London, which can be reduced in half or better should enforcement be expedited. Having considered the Landlord's request, I was satisfied such a provision could be included as I find the Landlord's request reasonable and balanced, especially when I consider the Tenant's circumstances as disclosed by the Landlord during this hearing.
12. 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:**
 - \$16,119.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$17,108.00 if the payment is made on or before May 8, 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 8, 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 8, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,459.16. 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 \$32.52 per day for the use of the rental unit starting April 17, 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 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 9, 2026 at 4.00% annually on the balance outstanding.
8. If the rental unit is not vacated on or before May 8, 2026, then starting May 9, 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 9, 2026. The Sheriff is **directed** to expedite enforcement.

May 25, 2026
Amended Order
Date Issued

Alex Brkic

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 9, 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 April 30, 2026

Rent Owing To April 30, 2026	\$15,933.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,119.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 8, 2026

Rent Owing To May 31, 2026	\$16,922.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,108.00

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

Rent Owing To Hearing Date	\$15,464.32
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$190.00
Less the amount of the interest on the last month's rent deposit	- \$1.16
Total amount owing to the Landlord	\$15,459.16
Plus daily compensation owing for each day of occupation starting April 17, 2026	\$32.52 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	