



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-108020-25-RV

In the matter of: 110, 485 FIRST AVE W
NORTH BAY ON P1B3C5

Between: First Ave (No. 6) Inc. Landlord

And

Stacy Chapman Tenant

Review Order

First Ave (No. 6) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Stacy Chapman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-108020-25 issued on March 20, 2026.

On March 24, 2026, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On interim order LTB-L-108020-25-RV-IN was issued, staying the order issued on

This application was heard by videoconference on May 21, 2026.

Only the Landlord's Agent Paula Peroni attended the hearing. I was satisfied that the Tenant had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 9:35 a.m.

Determinations:

1. The Landlord's Agent requested a review of the order based on not reasonably able to participate in the proceedings.
2. The Landlord's Agent testified on the day of the hearing the city of North Bay was in distress because of a severe snow storm. She did not have the file or hearing information with her, and there was no one at the office to call because of the storm. Therefore, she was unable to participate in the hearing.

3. Based on the submissions made in the request and the uncontested testimony before me, I am not satisfied that the Landlord was not reasonably able to participate in the proceeding.
4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,830.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$60.16. This amount is calculated as follows: $\$1,830.00 \times 12$, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to March 31, 2026 are \$7,320.00.
10. The Landlord incurred costs of \$244.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,905.00 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.
12. Interest on the rent deposit, in the amount of \$40.99 is owing to the Tenant for the period from May 13, 2025 to May 21, 2026.
13. 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. The Tenant did not attend the hearing to present any other circumstances to consider.

It is ordered that:

1. The request to review order LTB-L-108020-25 issued on March 20, 2026, is granted. The order is replaced with the following:
2. The interim order issued on March 25, 2026 is cancelled
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,506.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,352.00 if the payment is made on or before June 9, 2026. See Schedule 1 for the calculation of the amount owing. Any rent already paid shall be deducted from this amount.
5. 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 9, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 6. **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 9, 2026.**
 7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,560.01. This amount includes rent arrears owing up to March 31, 2026 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.
 8. The Tenant shall also pay the Landlord compensation of \$60.16 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
 9. If the Tenant does not pay the Landlord the full amount owing on or before June 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.
 10. If the unit is not vacated on or before June 9, 2026, then starting June 10, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 11. 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 10, 2026.

May 29, 2026

Date Issued

Diane Wade

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 December 10, 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 March 31, 2026

Rent Owing To March 31, 2026	\$7320.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,506.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 9, 2026

Rent Owing To June 30, 2026	\$11,166.00
Application Filing Fee	\$864.00
Total the Tenant must pay to continue the tenancy	\$11,352.00

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

Rent Owing To March 31, 2026	\$7,320.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,905.00
Less the amount of the interest on the last month's rent deposit	- \$40.99
Total amount owing to the Landlord	\$5,560.01
Plus daily compensation owing for each day of occupation starting May 22, 2026	\$60.16 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	