



Order under Section 69 Residential Tenancies Act, 2006

Citation: MAJORCA DEVELOPMENTS LIMITED v PRYCE, 2026 ONLTB 42726

Date: 2026-06-01

File Number: LTB-L-022181-26

In the matter of: 1414, 201 VAN HORNE AVE
NORTH YORK ON M2J2T7

Between: MAJORCA DEVELOPMENTS LIMITED Landlord

And

KERI PRYCE Tenant

MAJORCA DEVELOPMENTS LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict KERI PRYCE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 26, 2026.

The Landlord's legal representative, Eric Steiman, 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 \$1,706.93. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$56.12. This amount is calculated as follows: \$1,706.93 x 12, divided by 365 days.
5. The Tenant has paid \$4,518.07 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$4,264.26.
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 \$1,752.60 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 \$14.72 is owing to the Tenant for the period from January 1, 2026 to May 26, 2026.

Relief from eviction

10. The Landlord's representative requested a standard eviction order, postponed to August 2, 2026, to provide the Tenant with additional time to pay the arrears.
11. The Tenant resides in the rental unit with her 15-year-old son and her mother. The tenancy began in September 2011, and the unit is the only home her son has known. The Tenant lost her employment in February 2025 and remained unemployed for approximately 10 months. During that period, she received Employment Insurance; however, these funds were insufficient to meet her expenses, resulting in arrears. The Tenant obtained new employment in January 2026 at a reduced salary and reported an after-tax monthly income of approximately \$3,734.00. Her mother receives CPP and is only able to contribute toward groceries.
12. The Tenant requested that the Board consider a payment plan of \$200.00 per month toward the arrears, stating that her income would support this arrangement.
13. After reviewing the Tenant's monthly expenses, I find that her income cannot sustain the proposed payment plan. Imposing such a plan would be unrealistic and unfair to both parties, as it is likely to set the Tenant up for failure.
14. This is a long-standing tenancy of approximately 15 years, which is a significant factor under section 83. Since obtaining new employment, the Tenant has made meaningful efforts to address the arrears. She has taken proactive steps to improve her financial situation, including pursuing a consumer proposal and pausing RRSP contributions and life insurance premiums to prioritize housing costs. The Tenant has also recently learned of potential assistance through the Eviction Prevention in the Community (EPIC) program and intends to apply. I find it appropriate to allow the Tenant sufficient time to pursue this option in the hope of preserving the tenancy.
15. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to postpone the eviction until August 31, 2026, pursuant to subsection 83(1)(b) of the Act. This provides the Tenant with three months to seek funding to pay the arrears.

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:**

- \$6,157.19 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,864.12 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,571.05 if the payment is made on or before August 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 August 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 August 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,435.13. 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 \$56.12 per day for the use of the unit starting May 27, 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 August 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before August 31, 2026, then starting September 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 September 1, 2026.

June 1, 2026
Date Issued

Melissa Anjema
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 March 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 June 30, 2026

Rent Owing To June 30, 2026	\$10,489.26
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,518.07
Total the Tenant must pay to continue the tenancy	\$6,157.19

B. 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	\$12,196.19
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,518.07
Total the Tenant must pay to continue the tenancy	\$7,864.12

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

Rent Owing To August 31, 2026	\$13,903.12
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,518.07
Total the Tenant must pay to continue the tenancy	\$9,571.05

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

Rent Owing To Hearing Date	\$8,534.52
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,518.07
Less the amount of the last month's rent deposit	- \$1,752.60
Less the amount of the interest on the last month's rent deposit	- \$14.72
Total amount owing to the Landlord	\$2,435.13
Plus daily compensation owing for each day of occupation starting May 27, 2026	\$56.12 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	