



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-014638-26

In the matter of: A, 431 ELMBROOK RD
PICTON ON K0K2T0

Between: Kevin Hickling Landlord

And

Shirley McIsaac Tenant

Kevin Hickling (the 'Landlord') applied for an order to terminate the tenancy and evict Shirley McIsaac (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 27, 2026.

The Landlord's spouse, Kim Hickling, the Landlord, the Landlord's legal representative, Lorrie McCulloch, and the Tenant attended the hearing.

Determinations:

1. At the outset of the hearing, the Tenant asked that this application be adjourned so that it could be heard together with the Tenant's own application, LTB-T-009379-26. The Tenant submitted that her application had been filed before the Landlord's L1 application and that it was unfair for the Landlord's application to proceed first.
2. I denied the adjournment request. The Landlord's application concerns termination of the tenancy and eviction for non-payment of rent. The Tenant did not dispute that rent arrears are owing. I was not satisfied that it was necessary or fair to adjourn the Landlord's application simply because the Tenant has also filed a separate application. The Tenant's evidence about alleged water issues was considered as part of the circumstances under section 83 of the *Residential Tenancies Act, 2006* (the "Act").
3. The Tenant also sought to raise tenant issues in response to the L1 application. I did not allow the Tenant to proceed with those issues under section 82 of the Act because the Tenant had not filed or served the required written description of the issues and supporting evidence in accordance with Rule 19.4 of the LTB's Rules of Procedure. However, as noted above, I considered the Tenant's evidence about the alleged water issues when considering whether relief from eviction was required under section 83 of the Act.

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 \$2,400.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: $\$2,400.00 \times 12$, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to April 30, 2026 are \$7,200.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. The Tenant testified that she has been withholding rent because of issues with the water at the rental unit. The Landlord disputed that there are current water issues. The Landlord acknowledged that there had been a water issue in the past, but testified that there is now a filtration system in place.
13. The Tenant confirmed that she is not asking that the eviction be refused. The Tenant testified that she does not wish to continue the tenancy. The Tenant requested 60 to 90 days to move out.
14. The Tenant testified that she has one child who lives with her approximately 50% of the time. The Tenant also testified that she has lived in the rental unit for approximately one and a half years, works less than a three-minute drive from the rental unit, and that her child attends school online. The Tenant testified that she has hired a private lawyer in relation to a civil matter involving her child.
15. The Tenant does not have the funds to pay the arrears. The Tenant testified that she only has approximately \$800.00 available and cannot afford to pay the ongoing monthly rent.
16. I have considered whether subsection 83(3) of the Act requires me to refuse the eviction. I am not satisfied, on the evidence before me, that refusal is required. The Tenant raised concerns about water at the rental unit. The Landlord disputed that there are any current water issues and testified that, although there had been a water issue in the past, there is now a filtration system in place. The Tenant did not provide sufficient evidence to establish that the Landlord is in serious breach of the Landlord's responsibilities under the Act or a material covenant in the tenancy agreement.
17. I have also considered whether to refuse the eviction under subsection 83(1)(a) of the Act. The Tenant does not wish to continue the tenancy, cannot afford the ongoing rent, and does not have the funds to pay the arrears. The Tenant confirmed that she is not asking that the eviction be refused. In these circumstances, I find that it would not be appropriate to refuse the eviction.

18. I have considered whether to postpone the enforcement of the eviction order under subsection 83(1)(b) of the Act. The Tenant requested 60 to 90 days to move out. I accept that the Tenant requires some time to arrange alternative housing, particularly given that she has a child in the household for part of the time.
19. The Landlord opposed a lengthy delay. The Landlord testified that the arrears have caused significant financial stress, that the Landlord does not have money available, that the Landlord no longer has his employment, and that the Landlord has also lost his benefits.
20. Balancing the circumstances of both parties, I find that it would not be unfair to postpone enforcement of the eviction order until June 30, 2026 under subsection 83(1)(b) of the Act. This gives the Tenant a reasonable period of time to arrange alternative housing, while also recognizing the prejudice to the Landlord caused by the unpaid rent and the Tenant's inability to pay the ongoing monthly rent.

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:**
 - \$12,186.00 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 \$7,116.30. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$78.90 per day for the use of the unit starting April 28, 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.

June 1, 2026
Date Issued

Colin Elsby
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 June 30, 2026

Rent Owing To June 30, 2026	\$12,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,186.00

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

Rent Owing To Hearing Date	\$6,930.30
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$7,116.30
Plus daily compensation owing for each day of occupation starting April 28, 2026	\$78.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	