



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-022299-26

In the matter of: 160 Albert St. E.
Sault Ste. Marie, ON P6A2J3

Between: BDO Canada Ltd. As Receiver
c/o Richmond Advisory Services Inc. Landlord

And

Hailey McMillan Tenant

BDO Canada Ltd. As Receiver c/o Richmond Advisory Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Hailey McMillan (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on May 28, 2026.

The Landlord's Legal Representative, Nicole Ruby, 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 \$1,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The uncontested rent arrears owing to May 31, 2026, are \$19,800.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.

Relief from Eviction

9. 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 the Tenant's request for a termination date of June 30, 2026, 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.
10. The Landlord's Representative submitted that the Tenant first fell into rental arrears in April 2025. Following the onset of the arrears, the Landlord sent monthly reminder letters requesting payment. After the N4 Notice of Termination was mailed on January 21, 2026, the Landlord continued its collection efforts by sending bi-weekly reminder letters. In addition, the Landlord's Representative also mailed the Tenant correspondence inviting them to contact her to discuss payment arrangements. Despite these efforts, the Tenant did not respond and has made no payments since the application was filed. Given the substantial arrears and the absence of any payments toward the outstanding balance, the Landlord requested a standard eviction order.
11. The Tenant agreed with the amount of arrears but sought to raise maintenance issues during the hearing. As these issues were not disclosed in accordance with the Board's Rules prior to the hearing, I did not consider any maintenance issues. I informed the Tenant on several occasions that if she wished to raise maintenance issues outside of this application, she could file an appropriate tenant application with the Board.
12. The Tenant testified that she could no longer afford the rental unit and did not propose a repayment plan to preserve the tenancy. Instead, she advised that she intended to vacate the rental unit by June 30, 2026. Consequently, I discussed with parties a delayed termination date of June 30, 2026.

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:**
 - \$21,786.00 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 \$19,843.04. 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 \$59.18 per day for the use of the unit starting May 29, 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 5, 2026

Date Issued

Ken Audziss

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	\$21,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,786.00

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

Rent Owing to Hearing Date, May 28, 2026	\$19,657.04
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$19,843.04
Plus, daily compensation owing for each day of occupation starting May 29, 2026	\$59.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	