



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-022784-26

In the matter of: 2, 992 HALL AVE
WINDSOR ON N9A2M5

Between: Windsor Premiere Management Inc Landlord

And

Jessi Moody Tenant

Windsor Premiere Management Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jessi Moody (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's representative, Cameron Parrott, 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 \$1,195.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.29. This amount is calculated as follows: \$1,195.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 14, 2026, are \$9,625.00. The Tenant did not contest the amount owing.
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.

9. The Landlord is seeking a standard order as the hearing was previously adjourned to allow the Tenant to deal with the rent geared to income issues.
10. The Tenant proposes a payment plan of paying around \$300.00 a month towards the arrears. She provides she receives a total monthly household income of \$670.00 from Ontario works. she provides she has applied to ODSP and may receive an additional income of \$1,300.00.
11. The Landlord opposes to a lengthy payment plan. The Landlord's representative provided alternatively they are not opposed to delaying the eviction to allow the Tenant to more time to pay off the arrears or seek alternative housing.
12. I find that it would not be fair in the circumstances to deny eviction and instead impose a payment plan as the Tenant does not have sufficient income to afford the monthly rent and no extra money towards the arrears and therefore no way to make regular payments towards the arrears owing. Although the Tenant testified, she can pay towards the arrears a minimum of \$300.00. Based on my calculations, she has limited means to contribute towards the arrears. I am not satisfied that the tenancy is viable.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), 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.
14. The arrears are substantial, have continued to accrue, and with the Tenant not having sufficient income to pay off the arrears and the monthly rent. I am denying the request for a payment plan. Instead, the eviction is being postponed to provide the Tenants with time to explore financial support to help pay the arrears or find new living arrangements. At the hearing, I provided to the Tenant an oral direction stating that the tenancy will be terminated on or before June 30, 2026. Considering all of the above, it would be fair to postpone the eviction to June 30, 2026, but it would be unfair to postpone the eviction further.

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:**
 - \$9,811.00 if the payment is made on or before June 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,006.00 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 \$8,891.03. 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 \$39.29 per day for the use of the unit starting May 22, 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 9, 2026
Date Issued

Vinuri Sivalingam
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 14, 2026

Rent Owing To June 14, 2026	\$9,625.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,811.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To July 14, 2026	\$10,820.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,006.00

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

Rent Owing To Hearing Date	\$8,705.03
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,891.03
Plus daily compensation owing for each day of occupation starting May 22, 2026	\$39.29 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	