



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

**File Number:** LTB-L-021603-26

**In the matter of:** 2 FOSTER CRES  
BRAMPTON ON L6V3M7

**Between:** FELISHA ("DEBBIE") WEBB Landlord

**And**

ROANDY RUSSELL Tenant  
NICOLA OSBOURNE

FELISHA ("DEBBIE") WEBB (the 'Landlord') applied for an order to terminate the tenancy and evict ROANDY RUSSELL and NICOLA OSBOURNE (the 'Tenants') because:

- the Tenant did not pay the rent that the Tenants owe (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on May 27, 2026 at 09:00 am.

The Landlord Representative Sarah Teal and the Tenants attended the hearing.

**Determinations:**

**L1 Application – Non-Payment of Rent**

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 \$2,982.14. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.04. This amount is calculated as follows: \$2,982.14 x 12, divided by 365 days.

5. The Tenant has paid \$2,921.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$11,498.79.
7. The Tenant's did not contest the rent arrears owing, or having persistently paid the rent late, testifying they wished to maintain the tenancy, proposing a payment plan that would pay the arears in 38 months. They also requested a delay in eviction of 6 to 8 months owing to income and adolescent children in the household.
8. In response the Landlord Representative opposed the plan, citing length and arrears owing. They also submitted the delay sought was excessive, submitting June 30, 2026, corresponding with the end of the school term as acceptable to the Landlord.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

#### L2 Application – Persistent Late Payment of Rent

11. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each Month. The rent has been paid late 12 times in the past 12 months.
12. Specifically, the late payments commenced in January 2025 and have continued until present.

#### Relief from Eviction

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. Specifically given the amount owing and the Tenant's personal circumstance, I am satisfied a brief delay is warranted and will not prejudice the Landlord. Further, IO am also satisfied that to order the payment plan as requested would prejudice the Landlord and given the Tenant's payment history not viable.

#### **It is ordered that:**

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application.
3. As of the date of the hearing, the Tenant owes the Landlord \$11,684.79. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$98.04 per day for the use of the unit starting May 28, 2026 to the date the Tenant moves out of the unit.

5. 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.
6. 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.
7. 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**

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Kelly Delaney  
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 of the Tenant 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 as the tenancy is terminated**

|                                                                                        |                      |
|----------------------------------------------------------------------------------------|----------------------|
| Rent Owing To May 27, 2026                                                             | \$11,498.79          |
| Application Filing Fee                                                                 | \$186.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | -\$2,921.00          |
| <b>Total amount owing to the Landlord</b>                                              | <b>\$11,684.79</b>   |
| Plus daily compensation owing for each day of occupation starting May 28, 2026         | \$98.04<br>(per day) |