



Order under Section 69 Residential Tenancies Act, 2006

Citation: Solutions Property Management v Hart, 2026 ONLTB 44219

Date: 2026-06-09

File Number: LTB-L-022594-26

In the matter of: UNIT 1, 2100 BRAMPTON ST
HAMILTON ON L8H3T2

Between: Solutions Property Management Landlord

and

Elizabeth Hart Tenant

Solutions Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Elizabeth Hart (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 20, 2026.

The Landlord's Agent and full-time employee, Ashlee Zandona, and the Tenant, Elizabeth Hart, attended the hearing. The Tenant spoke with Duty Counsel prior to the start of the proceeding.

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 \$1,817.38. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.75. This amount is calculated as follows: $\$1,817.38 \times 12$, divided by 365 days.
5. The Tenant testified she paid the Landlord \$500.00 on March 12, 2026. On consent of the L1 Application was amended to include this payment.
6. The Tenant has paid \$827.48 to the Landlord since the application was filed.
7. The rent arrears owing to May 31, 2026, are \$4,679.05.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,780.00 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.
10. Interest on the rent deposit, in the amount of \$39.43 is owing to the Tenant for the period from May 1, 2025, to May 20, 2026.

Relief from Eviction

11. The tenancy is approximately one year old.
12. The Landlord sought an order for termination and eviction with 11 days for the Tenant to pay all amounts outstanding and void the order. The Tenant wished to preserve the tenancy through a payment plan.
13. The Landlord's Agent submitted the Landlord is concerned the Tenant cannot afford the rental unit. The Landlord's Agent further submitted the Tenant is also behind on paying utilities and the lack of payment is starting to cause the Landlord financial hardship. The Landlord was not present to provide any direct evidence.
14. The Tenant admitted she has been struggling financially. The Tenant has been off work since November 2025 due to some mental health concerns. She testified she was then in a car accident which prevented her from returning to work full-time. She testified she has been living off of savings, has some income, and has had some assistance from family. She proposed paying \$300.00 a month towards arrears. Based on the evidence before me, I was not satisfied that a payment plan was viable.
15. The Tenant testified she looked into an arrears payment support resource suggested by the Landlord but she did not qualify. However, the Tenant testified she will be looking into other resources she just learned about and that she anticipates receiving funds both from an inheritance and from filing past taxes as she has not received the child tax benefit.
16. The Tenant lives in the rental unit with her 10-year child who attends the local school. The Tenant testified there is no where they can go and live that would be a suitable home for her and her child.
17. The Tenant agreed that if she was given until the end of June to pay off the arrears, she could file her taxes, which based on her evidence with respect to child tax benefits, would put her in a position to pay off all of the arrears. The Landlord was open to postponing enforcement of the eviction order to the end of June.
18. Having considered all of the above 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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act. This will provide the Tenant with time to pay off all of the arrears or find a new place to live.

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:**
 - \$6,682.43 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 \$2,423.24. 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 \$59.75 per day for the use of the unit starting May 21, 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

Rebecca Case
Vice Chair, 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	\$7,323.91
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$827.48
Total the Tenant must pay to continue the tenancy	\$6,682.43

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

Rent Owing To Hearing Date	\$4,884.15
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$827.48
Less the amount of the last month's rent deposit	- \$1,780.00
Less the amount of the interest on the last month's rent deposit	- \$39.43
Total amount owing to the Landlord	\$2,423.24
Plus daily compensation owing for each day of occupation starting May 21, 2026	\$59.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	