



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-026916-26

In the matter of: 1, 2023 BLUEFIELDS DR
BURLINGTON ON L7P1J9

Between: DH WESTVIEW PROPERTIES LTD. Landlord

And

CARLY COULSON Tenant

DH WESTVIEW PROPERTIES LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict CARLY COULSON (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 3, 2026.

The Landlord 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 \$2,016.48. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$66.30. This amount is calculated as follows: \$2,016.48 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 30, 2026 are \$14,203.74.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,016.48 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.

9. Interest on the rent deposit, in the amount of \$17.87 is owing to the Tenant for the period from January 1, 2026 to June 3, 2026.

Relief from Eviction

10. The Landlord sought a termination of the tenancy as the arrears are very substantial and the Tenant has a history of non-payment of rent. The Landlord disagreed with a payment plan proposal as the Tenant is currently only working part-time and with their income from social assistance, the payment plan does not seem realistic.
11. The Tenant requested that their tenancy be preserved as they do not want to leave the area and would find it difficult to find alternative housing. The Tenant testified that she had previously declared bankruptcy and was in the process of doing so again, in order to address the arrears of rent. She advised that she was also considering seeking full-time employment or moving to ODSP to increase her income. The Tenant proposed a payment plan, in the event that her bankruptcy was not in place within the next month.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the that the Tenant has had previous rental arrears and past bankruptcy, has been in possession of the rental unit for a short period of time. I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as the arrears of rent are high and the Tenant was basing her ability to repay the arrears on speculative future employment. I find that there would be substantial prejudice to the Landlord if the tenancy were to continue as arrears would continue to accrue. The Tenant will have the opportunity to void the order within the timeframe below to preserve her tenancy.

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:**
 - \$14,389.74 if the payment is made on or before June 21, 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 21, 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 21, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,537.81. 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 \$66.30 per day for the use of the unit starting June 4, 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 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 22, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 21, 2026, then starting June 22, 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 June 22, 2026.

June 10, 2026
Date Issued

Leanne Briscoe
Member, Landlord and Tenant Board

Nicola Mulima
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 December 22, 2026 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 21, 2026

Rent Owing To June 30, 2026	\$14,203.74
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,389.74

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

Rent Owing To Hearing Date	\$12,386.16
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,016.48
Less the amount of the interest on the last month's rent deposit	- \$17.87
Total amount owing to the Landlord	\$10,537.81
Plus daily compensation owing for each day of occupation starting June 4, 2026	\$66.30 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	