



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

File Number: LTB-L-025559-26

In the matter of: 44 JUNE BERRY RD
THOROLD ON L2V0B3

Between: Hajra Qazi Landlord
Shakeel Ahmed

And

Timothy Ray Rodocker Tenant
Sarah Lynn Rodocker

Hajra Qazi and Shakeel Ahmed (the 'Landlord') applied for an order to terminate the tenancy and evict Timothy Ray Rodocker and Sarah Lynn Rodocker (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 2, 2026.

The Landlord and the Tenant, Sarah Lynn Rodocker, attended the hearing. Sarah Lynn Rodocker attended on behalf of herself and the Tenant, Timothy Ray Rodocker.

Determinations:

Preliminary Issue – Adjournment Request

1. At the commencement of the hearing, the Tenant requested an adjournment of this matter for a number of reasons, including family, medical and financial issues which the Tenant states results in the need for more time to gather documents, seek legal advice and continue efforts to resolve arrears.
2. The Tenant acknowledged receipt of the N4 notice of termination in March, 2026 as well as the Notice of Hearing which sets out the steps they needed to take in order to present evidence at the hearing and information on obtaining legal advice. The Tenant stated that they contacted Legal Aid in mid-May, have an appointment booked in June and they did speak with Duty Counsel the morning of the hearing.
3. The Landlord opposed the Tenant's request for an adjournment on the basis that the arrears to date are significant, there has been a lack of communication between the parties, and that previous promises by the Tenant to make payments were not kept.

4. The Board's Interpretation Guideline 1, entitled "Adjourning and Rescheduling Hearings" sets out the general approach of the Board:

Section 183 of the RTA directs the Board to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all person directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter.

Parties should assume that the hearing will proceed on the date stated in the notice of hearing. This means that the parties should be prepared to present their evidence, call and question witnesses and make their submissions.

5. Having considered the submissions from the parties as well as the reasons for the adjournment request including the issues in this application, the history of the proceeding, and any prejudice that may result from granting or denying the request, the Tenant's adjournment request was denied as the Tenant knew or ought to have known what the issues where in the application having been made aware since the delivery of the N4 notice of termination.

Preliminary Matter – N4 Notice of Termination

6. We raised an issue with the N4 Notice of termination which stated that the rental period of February 1, 2026 to March 21, 2026 had rent charged of \$2,700.00. This was inconsistent with the monthly rent noted of \$2,700.00.
7. The Landlord stated that this was a clerical error, confirmed that the rental period starts on the 1st of the month, that the lawful rent is \$2,700.00 per month and that the Tenant would not be confused by this clerical error. The Landlord relies upon s.212 of the Act.
8. The Tenant confirmed that they understood the lawful rent amount was \$2,700.00 and that the rent was due on the 1st of each month.
9. Based on the submissions and evidence before us, we are satisfied that the N4 Notice does not prejudice the Tenant's ability to participate in the proceeding, that the reasons and details provided are sufficient, and the N4 Notice substantially complies with the mandatory content requirements of the Act.

L1 Application

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 \$2,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.

5. The Tenant has paid \$3,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026 are \$14,550.00. The Tenant does not dispute the arrears owed.
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 \$2,700.00 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.
9. Interest on the rent deposit, in the amount of \$45.83 is owing to the Tenant for the period from August 12, 2025 to June 2, 2026.

Relief from Eviction

10. The next issue for the Board to consider is with respect to relief from eviction.
11. The Tenant seeks to preserve the tenancy and states that they were going through a difficult time. However, if the Tenant had to locate alternative accommodations, they requested two months to do so.
12. The Tenant submits that they were initially unable to indicate to the Landlord how much they could contribute towards arrears however, at the hearing, the Tenant proposed to pay \$300.00 per month towards the arrears. The Tenant stated that, in time she anticipates her self-employment picking up at some point in the future, so they may be able to pay more towards the arrears owing.
13. The Landlord seeks an order for termination of the tenancy and eviction. They submit that the arrears are now significant and aside from 4 partial payments which they received in May 2026, the Tenant has not paid rent since December 2025. The Landlord states they had reached out to the Tenant to discuss a repayment plan and that while the Tenant would make promises to pay, they did not follow through.
14. The Landlord objected to the Tenant's proposed repayment plan on the basis that it would take more than 40 months to pay off the arrears and this would cause significant prejudice to the Landlord.
15. The Tenants' current family income is approximately \$5,000.00 per month. With their monthly expenses, it would appear that their proposed repayment plan, on its face, does not appear to be viable as it would exceed their available monthly income. The Tenants have 2 children, a 21 year old university student who is not presently working and a 16 year old high school student. Both children have medical issues. There is medical insurance currently in place to address their medical needs. The Tenants' current monthly expenses include their adult daughter's insurance and phone bills.
16. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), we find that it would not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act to give some additional time in light of the circumstances. However, we are not prepared to delay

eviction for two months as the Tenant suggests. While we have considered that the Tenant has encountered some personal and financial difficulties, given the quantum of the arrears, we are not prepared to grant a delay of more than the end of this month. As a result, the eviction will be delayed to 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:**
 - \$14,736.00 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 \$9,467.71. 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 \$88.77 per day for the use of the unit starting June 3, 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 12, 2026

Date Issued

Jasmina Mrkalj-Skelly

Member, Landlord and Tenant Board

June 12, 2026

Date Issued

Heather Chapple

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	\$17,550.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,000.00
Total the Tenant must pay to continue the tenancy	\$14,736.00

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

Rent Owing To Hearing Date	\$15,027.54
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,000.00
Less the amount of the last month's rent deposit	- \$2,700.00
Less the amount of the interest on the last month's rent deposit	- \$45.83
Total amount owing to the Landlord	\$9,467.71
Plus daily compensation owing for each day of occupation starting June 3, 2026	\$88.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	