



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

File Number: LTB-L-021932-26

In the matter of: 15, 549 YONGE ST
BARRIE ON L4N7P8

Between: Barrie Municipal Non-Profit Housing Landlord

And

Brittany McFadden Marks Tenant

Barrie Municipal Non-Profit Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Brittany McFadden Marks (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, Soula White, 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 \$1,537.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$50.53. This amount is calculated as follows: \$1,537.00 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 May 31, 2026, are \$5,994.00.
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 states that this is an RGI unit, the Tenant has lost their subsidy, and it will not be reinstated. Since the Tenant has gone to market rent, they continue to miss rent payments and they believe that the tenancy is no longer sustainable.
10. The Tenant testified and confirmed that she has lost her rent subsidy and will not be getting it back. She testified that she has applied to ODSP, in addition to applying for a "housing allowance" to pay off the arrears. There was no confirmation that the Tenant would be receiving either of these income sources. The Tenant also mentioned that they are considering having roommates to share the monthly rent. The Tenant suggested that she be permitted to pay off the arrears through a payment plan and suggested that she could pay \$463.00 to the Landlord each month, in addition to her monthly rent.
11. An analysis was done of the Tenant's monthly income and expenses to determine if conditional relief from termination was a viable option to preserve this tenancy. However, I agree with the Landlord's position that this tenancy is no longer sustainable. As the Tenant is on a fixed income, their monthly income does not even cover the monthly rent, aside from other necessities of life such as food and clothing. With the Tenant's current finances, the tenancy is simply not sustainable to continue and ordering conditional relief under s. 83 would further prejudice both parties.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would not be unfair to postpone the eviction until July 31, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant asked for relief to postpone the eviction for 90 days to allow her and her family to vacate the unit and find a new unit with a limited fixed income. The Landlord states that they are open to delay and to allow the Tenant more time to vacate. I find it reasonable to postpone the eviction until July 31, 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:**
 - \$7,717.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,254.00 if the payment is made on or before July 31, 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 July 31, 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 July 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,653.60. 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 \$50.53 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 July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.

June 15, 2026
Date Issued

Chris Hall
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 February 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	\$7,531.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,717.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$9,068.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,254.00

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

Rent Owing To Hearing Date	\$5,467.60
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,653.60
Plus daily compensation owing for each day of occupation starting May 21, 2026	\$50.53 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	