



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

File Number: LTB-L-030850-26

In the matter of: 1-2 IRIS ST
HUNTSVILLE ON P1H1J9

Between: TRINITY HUNTSVILLE NPHC C/O Landlord
BAYSHORE PROPERTY MANAGEMENT
INC

And

DEANNA RANSOME Tenant

TRINITY HUNTSVILLE NPHC C/O BAYSHORE PROPERTY MANAGEMENT INC (the 'Landlord') applied for an order to terminate the tenancy and evict DEANNA RANSOME (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 16, 2026.

The Landlord's Legal Representative, Gassandra Weatherston, 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 \$1,106.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.36. This amount is calculated as follows: \$1,106.00 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 June 30, 2026, are \$12,136.00.
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 \$229.00 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 \$55.85 is owing to the Tenant for the period from October 1, 2012, to June 16, 2026.

Relief from Eviction:

10. 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 July 31, 2026, pursuant to subsection 83(1)(b) of the Act.
11. The Tenant testified that she has experienced financial hardship since last year because her partner was diagnosed with cancer and passed away approximately two months before the hearing. The Tenant stated that her income consists of ODSP benefits and earnings from part-time employment as a school bus driver. She testified that her monthly income is approximately \$3,000.00.
12. The Tenant proposed to pay \$513.00 per month toward the arrears for the next 24 months. The Landlord's Legal Representative opposed the proposed payment plan. During cross-examination, the Tenant testified that her monthly expenses are approximately \$1,700.00. After accounting for the monthly rent, her regular expenses, and the proposed payment plan, the Tenant acknowledged that she would have a monthly shortfall.
13. Based on the evidence before me, I find that the Tenant's proposed payment plan is not feasible. The arrears are substantial, and the Tenant has made only one payment toward rent since July 2025. Given the Tenant's evidence regarding her income and expenses, I am not satisfied that she has the financial ability to maintain the ongoing rent while also repaying the arrears under the proposed payment plan. The tenancy therefore does not appear to be financially viable on the evidence before me.
14. However, I find it appropriate to postpone the eviction for a brief period. The Tenant has lived in the rental unit for approximately 14 years. She resides with her 13-year-old child. The Tenant also testified that she has multiple health issues that make it difficult for her to move quickly. These circumstances weigh in favour of allowing the Tenant additional time either to secure funds to void the order or to make alternate housing arrangements.
15. I have also considered the Landlord's position and the prejudice caused by further delay. The Landlord is holding a rent deposit, which will mitigate some of the prejudice arising from the postponement. In all of the circumstances, I find that postponing the eviction until July 31, 2026, appropriately balances the interests of both parties.

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:**

- \$12,322.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$13,428.00 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 \$11,512.91. 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 \$36.36 per day for the use of the unit starting June 17, 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 26, 2026
Date Issued

Joy Xiao
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	\$12,136.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,322.00

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	\$13,242.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,428.00

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

Rent Owing To Hearing Date	\$11,611.76
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$229.00
Less the amount of the interest on the last month's rent deposit	- \$55.85
Total amount owing to the Landlord	\$11,512.91
Plus daily compensation owing for each day of occupation starting June 17, 2026	\$36.36 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	