



Order under Section 69 Residential Tenancies Act, 2006

Citation: Finck v Wochy, 2026 ONLTB 48263

Date: 2026-06-25

File Number: LTB-L-029527-26

In the matter of: 54 DAUPHIN AVENUE
SAULT STE MARIE ON P6A5E9

Between: Paul Finck Landlord

And

Amanda Wochy Tenant

Paul Finck (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Wochy (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 Agent, Ponnu Philip, the Landlord, Paul Finck and the Tenant attended the hearing.

Determinations:

Adjournment Request

1. At the outset of the hearing, the Tenant requested an adjournment. The Tenant submitted and that she did not want to disclose why as "Paul's know why", meaning the Landlord.
2. While the Tenant was probed for further information concerning the adjournment, the Tenant refused to elaborate and went on to question the Landlord's ownership of the residential complex.
3. The Tenant had submitted an Order to Comply issued by the City of Sault Ste. Marie, issued to Windsor Park Residences Ltd. The Landlord had confirmed that he was the owner of the company.
4. The Board's *Interpretation Guidelines* outlines the following considerations when faced with an adjournment request:
 1. the reason for the adjournment and position of the parties;

2. the issues in the application;
 3. any prejudice that may result from granting or denying the request;
 4. the history of the proceeding including other adjournments or rescheduling;
 5. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
5. Having considered the evidence of both parties, I had found that the request for the adjournment would be too prejudicial to the Landlord considering the amount of the arrears claimed. Further, the Tenant knew or ought to have known that she should have advised the Landlord or the Board of her intended adjournment request in advance of the hearing and as such, the adjournment request was denied.

Landlord's Application

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$925.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$30.41. This amount is calculated as follows: $\$925.00 \times 12$, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to June 30, 2026, are \$9,250.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.
14. The Tenant denied owing any arrears, testifying that the former owner of the property "Frank" had sold the property with her in it, without informing her over what she described were feelings of jealousy, as the Tenant testified that her and the former owner had been in a relationship, and that she may even be carrying his baby.
15. That said, the Tenant was unable to provide any supporting or corroborating evidence to support her position. The former owner was never called as a witness, nor anyone else that would verify that she was told that was not required to pay rent. As such, I am satisfied that the Tenant owes the rent claimed by the Landlord.

Section 83 Considerations

16. The Tenant would like to stay in the unit and testified that her income is \$2,400.00 a month and that she would be willing to pay an additional \$100.00 to the Landlord until the arrears are paid in full. The Tenant failed to explain why, despite the rent being \$925.00 and her receiving \$2,400.00 per month, that she could only pay \$100.00 per month to the Landlord. The proposed payment plan would take seven and a half years to complete. In my view, the proposed payment plan is unreasonable and would be prejudicial to the Landlord.
17. The Tenant testified that she has eight children. She testified that she would need months to vacate the unit. This request is also unreasonable. In my view of the Tenant's evidence, I don't believe the Tenant intends on paying any rent to the Landlord. The Tenant's collateral attack on the Landlord's and the former owner's transaction shows to me that the Tenant may want to seek legal advice about a possible claim against "Frank".
18. That said, the Tenant will be given until July 31, 2026 to either void the order or to vacate the unit.
19. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$9,436.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$10,361.00 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 \$8,997.56. 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 \$30.41 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 25, 2026
Date Issued

Jagger Benham
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 January 7, 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	\$9,250.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,436.00

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	\$10,175.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,361.00

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

Rent Owing To Hearing Date	\$8,811.56
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,997.56
Plus, daily compensation owing for each day of occupation starting June 17, 2026	\$30.41 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	