



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

File Number: LTB-L-036852-26

In the matter of: 4, 100 DUNLOP ST E
BARRIE ON L4M1A4

Between: 2722363 Ontario Inc. Landlord

And

Deborah Stanley Tenants
Eric Andrus

2722363 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Deborah Stanley and Eric Andrus (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on June 22, 2026.

The Landlord's legal representative, Xizhen Chai, the Landlord's agent, Ross Liu and the Tenant, Deborah Stanley, on behalf of both Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,580.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$51.95. This amount is calculated as follows: \$1,580.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026 are \$19,417.17.
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 \$1,880.00 from the Tenants 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 \$42.95 is owing to the Tenants for the period from May 22, 2025 to June 22, 2026.

Relief from eviction

10. The Landlord sought a standard eviction order and submitted that the Tenants have not made any payments towards the arrears since the application was filed. The Landlord further submitted that the Tenants have not responded to attempts to negotiate a repayment plan and that the arrears began to accrue shortly after the commencement of the tenancy.
11. The Tenant testified that, upon moving into the rental unit in May 2025, the Landlord agreed to compensate her for performing superintendent, cleaning, and security duties by reducing the monthly rent from \$1,880.00 to \$1,000.00. The Tenant acknowledged that this alleged agreement was not in writing.
12. The Landlord's agent disputed the Tenant's evidence and testified that the tenancy agreement provides for lawful monthly rent of \$1,880.00. The Landlord's agent acknowledged that a rent reduction was provided when the tenancy commenced to accommodate the Tenants' financial circumstances, reducing the monthly rent to \$1,580.00, but denied that the parties ever agreed to a monthly rent of \$1,000.00.
13. Based on the evidence before me, I am not satisfied that the parties entered into an agreement to permanently reduce the monthly rent to \$1,000.00. The tenancy agreement reflects monthly rent of \$1,880.00, and the Tenant provided no documentary or other corroborative evidence to support the existence of such an agreement.
14. To the extent that the Tenant alleges she was not compensated for work performed on behalf of the Landlord, that issue constitutes a labour or employment-related dispute. The Board's jurisdiction is limited to matters arising under the *Residential Tenancies Act, 2006* and does not extend to determining entitlement to wages or compensation for employment, superintendent, cleaning, or security services. Accordingly, I make no findings with respect to any alleged employment arrangement between the parties.
15. The Tenant testified that her sole source of income is Ontario Works benefits in the amount of \$694.00 per month. Given the lawful monthly rent and the amount of arrears outstanding, I am not satisfied that the tenancy is financially sustainable or that the Tenants are in a position to repay the arrears while maintaining ongoing rental obligations.
16. When asked how much time the Tenants would require to secure alternative accommodation, the Tenant requested approximately one month and asked that any eviction date be extended to the end of July 2026.

17. While I am not satisfied that relief from eviction is appropriate, I find that a delayed eviction date is warranted. The Landlord holds a last month's rent deposit, and the Tenant requested additional time to obtain alternate housing. In the circumstances, I find that extending the eviction date to July 31, 2026 appropriately balances the interests of both parties. The extension provides the Tenants with a reasonable opportunity to secure alternate accommodation while recognizing the Landlord's right to recover possession of the rental unit in light of the substantial arrears and the absence of a viable plan to preserve the tenancy.
18. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$19,603.17 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$21,183.17 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before July 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$17,243.12. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$51.95 per day for the use of the unit starting June 23, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before July 31, 2026, the Tenants 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 29, 2026
Date Issued

Christina Philp
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 Tenants 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	\$19,417.17
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$19,603.17

B. Amount the Tenants 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	\$20,997.17
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$21,183.17

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

Rent Owing To Hearing Date	\$18,980.07
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,880.00
Less the amount of the interest on the last month's rent deposit	- \$42.95
Total amount owing to the Landlord	\$17,243.12
Plus daily compensation owing for each day of occupation starting June 23, 2026	\$51.95 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	