



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-004724-26

In the matter of: 3, 1076 Vansickle Rd N
St. Catharines ON L2S2X3

Between: The Vansickle Project Inc. Landlord

And

Jennifer Kelly Beebe-Jones Tenant

The Vansickle Project Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Kelly Beebe-Jones (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, Rohit Parmar, and the Tenant attended the hearing.

At the hearing the parties consented to the following order. I was satisfied that the parties understood the consequences of their consent. In particular, I was satisfied that the Tenant understood the consequences of agreeing to terminate the tenancy on a non-voidable basis on August 25, 2026.

The parties agree that:

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 Tenant filed a consumer proposal under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "BIA") on March 20, 2026, and the arrears of rent to March 25, 2026 are subject to a stay pursuant to operation of the BIA as a result.
4. The lawful rent is \$2,450.00. It is due on the 26th day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$80.55. This amount is calculated as follows: \$2,450.00 x 12, divided by 365 days.

6. The Tenant has not made any payments since the application was filed, including in relation to arrears of rent that have accrued after the filing of the consumer proposal.
7. The rent arrears owing from the period of March 26, 2026 to June 25, 2026 are \$7,350.00 and these are not subject to the BIA stay.
8. The Landlord collected a rent deposit of \$2,450.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$47.08 is owing to the Tenant for the period from July 18, 2025 to June 16, 2026. This will be applied against the balance owing by the Tenant.
9. On consent, in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), it would not be unfair to postpone the eviction until August 25, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. This is a non-voidable termination and the Tenant must move out of the rental unit on or before August 25, 2026.
2. The Tenant shall pay to the Landlord \$4,175.02 for the rent arrears owing up to June 16, 2026. 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.
3. The Tenant shall also pay the Landlord compensation of \$80.55 per day for the use of the unit starting June 17, 2026 until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before August 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 26, 2026 at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before August 25, 2026, then starting August 26, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 26, 2026.
7. The Tenant will make payments towards their arrears balance and compensation identified above to the Landlord of \$2,450.00 on or before each of June 30, 2026 and July 31, 2026. If the Tenant fails to make either one of these payments on time and in full to the Landlord, the Tenant will start to owe interest on the day following the missed payment instead of in accordance with paragraph 4. This will be simple interest calculated at 4.00% annually on the full balance outstanding.

June 30, 2026
Date Issued

Benjamin Seigel
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 26, 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 the Landlord

Rent Owing To June 16, 2026	\$6,672.10
Less the amount of the last month's rent deposit	- \$2,450.00
Less the amount of the interest on the last month's rent deposit	- \$47.08
Total amount owing to the Landlord	\$4,175.02
Plus daily compensation owing for each day of occupation starting June 17, 2026	\$80.55 (per day)