



I hereby certify this is a  
true copy of an Order dated

**April 30, 2025**

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Landlord and Tenant Board

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

**File Number:** LTB-L-005175-25

**In the matter of:** 104, 2468 CLEROUX CRESENT  
Ottawa ON K1W1A3

**Between:** KINGSHILL BLACKBURN DEVELOPMENT Landlord

**And**

JENNIFER MURPHY Tenant

KINGSHILL BLACKBURN DEVELOPMENT (the 'Landlord') applied for an order to terminate the tenancy and evict JENNIFER MURPHY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 23, 2025.

The Landlord's Agent, Nathalie St-Onge 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 \$1,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: \$1,700.00 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 April 30, 2025 are \$8,500.00. The Tenant agrees with the rent arrears being claimed by the Landlord.
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 \$1,700.00 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 \$25.27 is owing to the Tenant for the period from September 19, 2024 to April 23, 2025.

Landlord's Position

10. The Landlord's Agent sought a standard order for termination of the tenancy. She explained that the Tenant has not made any efforts to make any payments as a sign of good faith or has communicated with the Landlord regarding the arrears which have become significant.

Tenant's Position

11. The Tenant testified that she was injured in September 2024 and as a result of her injury she was placed in a casual position with her employment and her union is currently fighting to have her placed back in a full-time permanent position. She explained that if her union is successfully in having her reinstated in a full-time position that she would be eligible for a lump sum payment from her employer. The Tenant did not submit any documentation in support of her testimony related to either her injury or confirmation of any financial settlement that could possibly be received regarding her potential reinstatement to full-time employment.
12. The Tenant testified that she would be prepared to make a payment to the Landlord of \$2,300.00 from her savings and requested a payment plan of \$500.00 monthly for the remainder the rent arrears outstanding. The Tenant did not submit any documentation in support of her testimony to confirm that the Tenant had savings available for the lump sum payment of \$2,300.00 she suggested.
13. The Tenant testified about her monthly income and expenses. Based on the Tenant's testimony there is a monthly surplus of approximately \$238.00 without considering the Tenant's suggested monthly payment of \$500.00. Taking this into consideration there is a monthly deficit of \$262.00.

Relief from eviction

14. 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 June 15, 2025 pursuant to subsection 83(1)(b) of the Act.
15. Although I am sympathetic to the Tenant's situation, I find that it would be unfair to the Landlord to deny the eviction and order the payment plan proposed by the Tenant. The Tenant's arrears have become significant, and they have not been making any payments towards the rent as a sign of good faith or have communicated with the Landlord to discuss a payment plan prior to the hearing. Further, the Tenant does not have sufficient income to pay the \$500.00 monthly they proposed, and the Tenant did not provide any documentation to confirm they had sufficient funds for a lump sum payment of \$2,300.00 or a retroactive payment that may expected from their employer. Ordering the Tenant to pay money they do not have would only set the Tenant up for failure and further prejudice the Landlord.
16. I do, however, find that it would not be unfair to delay the eviction to June 15, 2025 to allow the Tenant some additional time to find new accommodations for themselves.

**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:**
  - \$8,686.00 if the payment is made on or before April 30, 2025. See Schedule 1 for the calculation of the amount owing.

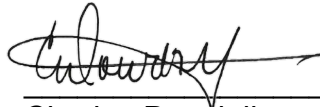
**OR**

  - \$10,386.00 if the payment is made on or before May 31, 2025. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$12,086.00 if the payment is made on or before June 15, 2025. 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 June 15, 2025 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 June 15, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,546.20. 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 \$55.89 per day for the use of the unit starting April 24, 2025 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 June 15, 2025, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 15, 2025, then starting June 16, 2025, 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 June 16, 2025.

**April 30, 2025**  
**Date Issued**

  
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Charles Dowdall  
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 December 16, 2025 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 April 30, 2025**

Rent Owing To April 30, 2025	\$8,500.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$8,686.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2025**

Rent Owing To May 31, 2025	\$10,200.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$10,386.00</b>

**C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 15, 2025**

Rent Owing To June 30, 2025	\$11,900.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00

<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$12,086.00</b>
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**D. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$8,085.47
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,700.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$25.27
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$6,546.20</b>
Plus daily compensation owing for each day of occupation starting April 24, 2025	\$55.89 (per day)