



**MAR 14, 2025**

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

**Citation:** Dyer v Ridgewell AKA Shannika Julia Ridgewell AKA Shannika Diggs-White, 2025  
ONLTB 20869

**Date:** 2025-03-14

**File Number:** LTB-L-097898-24

**In the matter of:** 23 KAYAK HTS  
BRAMPTON ON L6Z0H8

**Between:** Andre Dyer  
Christeen Dyer  
Landlord

**And**

Shannika Ridgewell AKA Shannika Julia  
Ridgewell AKA Shannika Diggs-White  
Rohan Ridgewell AKA Rohan Roderick  
Ridgewell  
Tenant

Andre Dyer and Christeen Dyer (the 'Landlord') applied for an order to terminate the tenancy and evict Shannika Ridgewell AKA Shannika Julia Ridgewell AKA Shannika Diggs-White and Rohan Ridgewell AKA Rohan Roderick Ridgewell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 10, 2025.

Only the Landlord and the Landlord's representative L. Flores attended the hearing.

As of 2:27 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**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 \$3,700.00. It is due on the 20th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$121.64. This amount is calculated as follows: \$3,700.00 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 March 19, 2025 are \$22,200.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. 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. The Tenant did not attend to provide evidence of their circumstances or contest the amount owing.
10. The Landlord testified that they were provided with a rent cheque by the Tenant that appeared to be fraudulent and that matter is now in the hands of the police and the Tenant is facing charges.
11. I also note that the Tenant has three prior judgements for rent arrears with three previous landlords exceeding \$50,000.00<sup>1</sup>. Although this is not a termination notice where section 84 of the Act is mandatory, I am of the view I have the authority to include a term of expedited enforcement in situations of extreme prejudice where I deem it appropriate. I find it appropriate in this case to order expedited enforcement because the Tenant's rent history of non-payment of rent appears to go back to 2021 and is unrelenting. The high arrears in this case are extremely prejudicial to the Landlord.

**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:**
  1. \$22,386.00 if the payment is made on or before March 19, 2025. See Schedule 1 for the calculation of the amount owing.
- OR**
2. \$26,086.00 if the payment is made on or before March 20, 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 March 20, 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 March 20, 2025.**

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<sup>1</sup> HOL-0975921; HOL-07134-20; LTB-L-003434-24.

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$20,997.16. 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 \$121.64 per day for the use of the unit starting March 11, 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 March 25, 2025, the Tenant will start to owe interest. This will be simple interest calculated from March 26, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 20, 2025, then starting March 21, 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 March 21, 2025. **The Sheriff is requested to expedite the enforcement of this order.**

**March 14, 2025**  
**Date Issued**

  
Julie Broderick  
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 September 26, 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 March 19, 2025**

Rent Owing To March 19, 2025	\$22,200.00
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>\$22,386.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 25, 2025**

Rent Owing To April 19, 2025	\$25,900.00
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>\$26,086.00</b>

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

Rent Owing To Hearing Date	\$20,811.16
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	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord</b>	<b>\$20,997.16</b>
Plus daily compensation owing for each day of occupation starting March 11, 2025	\$121.64 (per day)