



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

**File Number:** LTB-L-024691-25

**In the matter of:** 203, 625 GLENGARRY BLVD  
CORNWALL ON K6H6R9

**Between:** LES IMMEUBLES CORNWALL INC.

**And**

JACQUELINE ROSE

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

**JUL 14, 2025**

Landlord and Tenant Board

Landlord

Tenant

LES IMMEUBLES CORNWALL INC. (the 'Landlord') applied for an order to terminate the tenancy and evict JACQUELINE ROSE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 26, 2025.

The Landlord's Legal Representative, Lisa Duchene and the Tenant, Jacqueline Rose 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 \$1,840.81. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.52. This amount is calculated as follows: \$1,840.81 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 June 30, 2025 are \$16,354.64.
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 \$1,940.81 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 \$72.05 is owing to the Tenant for the period from January 1, 2024 to June 26, 2025.

Relief from Eviction

10. The Landlord seeks a termination of tenancy as the arrears of rent are substantial and the Tenant requested that their tenancy be preserved.
11. The Tenant testified that she has had various personal circumstances that contributed to her falling behind in paying her rent. On or about October 2024, she underwent an eye transplant surgery which her body rejected and therefore caused further complications. She stated that due to these complications, she had to pay out of pocket for transportation to the eye clinic and pay out of pocket for her appointments. In addition, she recently adopted her 11-year-old granddaughter. In order to adopt her granddaughter, she had to pay significant legal fees, which included her lawyer fees and her granddaughters' lawyers fees.
12. The Tenant stated that her circumstances have now changed. Specifically, she is cleared to drive and therefore does not need to incur transportation expenses, she has recovered from her eye surgery, and is waiting for back pay from the government for child benefits. She stated that the amount she will be receiving in back pay will be significant, and that she will be in receipt of these funds within three months. The Tenant stated that if a delay is not granted, she will be homeless and forced to live in her vehicle with her 11-year-old granddaughter as she has no one she can go to for help.
13. 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 September 12, 2025 pursuant to subsection 83(1)(b) of the Act. I am satisfied on a balance of probabilities that the tenancy is no longer viable and continuing it any further would be unduly prejudicial to the Landlords. However, I acknowledge that the eviction will have an impact on the Tenant (given her personal and financial circumstances) such that delaying the eviction to give her additional time to find alternative housing, or to repay the arrears would be fair and appropriate in the circumstances.

**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:**
  - \$18,381.45 if the payment is made on or before July 31, 2025. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$20,222.26 if the payment is made on or before August 31, 2025. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$22,063.07 if the payment is made on or before September 12, 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 September 12, 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 September 12, 2025.**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,260.49. 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 \$60.52 per day for the use of the unit starting June 27, 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 September 12, 2025, the Tenant will start to owe interest. This will be simple interest calculated from September 13, 2025 at 4.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before September 12, 2025, then starting September 13, 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 September 13, 2025.

**July 14, 2025**  
**Date Issued**

Nathalia Debski  
Nathalia Debski  
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 March 13, 2026 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 July 31, 2025**

|  |                    |
|--|--------------------|
| Rent Owing To July 31, 2025  | \$18,195.45        |
| 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>\$18,381.45</b> |

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

|  |                    |
|--|--------------------|
| Rent Owing To August 31, 2025  | \$20,036.26        |
| 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>\$20,222.26</b> |

**C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before September 12, 2025**

|  |             |
|--|-------------|
| Rent Owing To September 30, 2025   | \$21,877.07 |
| 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>\$22,063.07</b> |
|--|--------------------|

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

|  |                      |
|--|----------------------|
| Rent Owing To Hearing Date   | \$16,087.35          |
| 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                                | - \$1,940.81         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                | - \$72.05            |
| <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>\$14,260.49</b>   |
| Plus daily compensation owing for each day of occupation starting June 27, 2025        | \$60.52<br>(per day) |