



## Order under Section 69 Residential Tenancies Act, 2006

Citation [REDACTED] v George, 2025 ONLTB 45428

Date: 2025-06-11

File Number: LTB-L-017955-25

In the matter of: 343 STEWART ST  
SHELBURNE ON L9V3X1

Between:

[REDACTED]

And

Trudy Lee George

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

**Jun 11, 2025**

Landlord and Tenant Board

Landlord

Tenant

[REDACTED] (the 'Landlord') applied for an order to terminate the tenancy and evict Trudy Lee George (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 29, 2025.

The Landlord 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 \$2,613.75. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$85.93. This amount is calculated as follows: \$2,613.75 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 May 31, 2025 are \$14,581.14.
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 \$2,550.00 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 \$187.58 is owing to the Tenant for the period from June 20, 2022 to May 29, 2025.

10. 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.
11. The Landlord testified that she had discussed making a payment plan with the Tenant for the rent arrears on March 3, 2025, via text message. She testified that the Tenant told her she would not pay the arrears, intending instead to save the money to move to Nova Scotia with her mother. The Landlord provided copies of these messages to the Board and they substantiate her testimony.
12. The Landlord testified that she only owns one rental unit and is dependent on the income from the rental unit to pay the costs of carrying the property. She testified that she is on the verge of losing the property, having used a line of credit to cover her costs due to the lack of incoming rent.
13. At the hearing, the Tenant disputed both the amount of rent arrears and the Landlord's characterization of their interactions. However, the Tenant did not provide any evidence to support her position.
14. The Tenant testified that she recently separated from her partner and that she has joint custody of her three children, ages 7, 12 and 16.
15. Given the evidence presented by the Landlord, I am satisfied that it would be unfair to grant relief to the Tenant in these circumstances. The Tenant has accumulated significant arrears and has made statements to the Landlord in writing about her unwillingness and her inability to pay these arrears. She must, therefore, pay the arrears in full by June 22, 2025 in accordance with this order to preserve the tenancy.

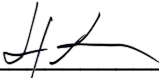
**It is ordered that:**

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:**
  - \$17,380.89 if the payment is made on or before June 22, 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 22, 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 22, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,907.78. 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 \$85.93 per day for the use of the unit starting May 30, 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 22, 2025, the Tenant will start to owe interest. This will be simple interest calculated from June 23, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 22, 2025, then starting June 23, 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 23, 2025.

**June 11, 2025**  
**Date Issued**

  
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Jeremy Henderson  
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 23, 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 June 22, 2025**

Rent Owing To June 30, 2025	\$17,194.89
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>\$17,380.89</b>

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

Rent Owing To Hearing Date	\$14,459.36
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	- \$2,550.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$187.58
<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>\$11,907.78</b>
Plus daily compensation owing for each day of occupation starting May 30, 2025	\$85.93 (per day)