



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

**Citation:** Staton v Vermeersch, 2025 ONLTB 55217

**Date:** 2025-07-21

**File Number:** LTB-L-032231-25

**In the matter of:** 3, 437 Main Street South  
Exeter ON N0M1S2

**Between:** Elisabeth Staton

**And**

Chris Vermeersch  
Jody Parsons

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

**JUL 21, 2025**

Landlord and Tenant Board

Landlord

Tenants

Elisabeth Staton (the 'Landlord') applied for an order to terminate the tenancy and evict Chris Vermeersch and Jody Parsons (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on July 15, 2025.

The Landlord and the Tenants attended the hearing. The Tenants spoke to Tenant Duty Counsel prior to the start of this proceeding.

### **Determinations:**

1. The Tenants requested an adjournment of this herein proceeding, to allow them time to prepare their documentary evidence and possibly seek legal advice, and further the Tenant Chris Vermeersch, was currently in the hospital awaiting a procedure (CT scan).
2. The Tenants adjournment request was denied as the Tenants acknowledged receiving the Notice of Hearing (mailed to the Tenants on April 29, 2025) for this proceeding, and reading the same, and all parties are expected to be prepared with their evidence, witnesses, and submissions on the scheduled hearing date, which the Tenants conceded they are not.
3. Moreover, Section 10 of the SPPA states that a party may be represented by a representative at hearing. However, the right to representation is not absolute and an adjournment is not automatically granted when it is requested on this ground. The onus is on the Tenants to make all reasonable efforts to find counsel able to represent them at this proceeding once they became aware of the hearing date.
4. Given the Board's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter, the Tenants adjournment request was denied for the reasons abovementioned.

5. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
6. As of the hearing date, the Tenants were still in possession of the rental unit.
7. The lawful rent is \$1,600.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
9. The Tenants has not made any payments since the application was filed.
10. The rent arrears owing to July 31, 2025, are \$6,400.00. The Tenants argued that the rental arrears were in fact \$3,200.00 as they had provided a further deposit of rent to the Landlord of \$3,200.00 with their last month's rent deposit.
11. The Landlord concurred and submitted a copy of the lease agreement as evidence that showed that the Tenants had provided a total of \$4,800.00 as a last months rent deposit in consideration of this herein tenancy.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$4,800.00 from the Tenants 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.
14. On a balance of probabilities and from the documentary evidence and oral testimony provided I prefer the Landlord's evidence to that of the Tenants. Hence, the rental arrears owing to July 31, 2025 are in fact \$6,400.00
15. Interest on the rent deposit, in the amount of \$29.26 is owing to the Tenants for the period from April 18, 2025 to July 15, 2025.
16. 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 August 31, 2025, pursuant to subsection 83(1)(b) of the Act. This extension of time accounts for both parties' evidence in relation to their financial circumstances.
17. The Landlord submitted that the parties have attempted to work out a payment plan to no avail, since the application was filed. The Tenants' evidence in relation to entering a payment plan illustrated that a payment plan would not be viable given the Tenants current life circumstances, employment, health issues and income sources and monthly expenses. The Tenants would have difficulty covering the monthly rent, her other expenses, let alone the arrears.
18. The Tenants testified to the impact an eviction would have on themselves. The Tenants also testified to the financial challenges looking for a new home would bring given their

personal circumstances and requested a delayed eviction of 60 days if an eviction were ordered.

19. In response to questioning from the Board, the Landlord explained that any further delay in granting the application would be financial prejudicial to the Landlord, and that the Landlord relies on rent to pay expenses related to the rental unit. Moreover, the amount of funds currently being held as the last months rent deposit, is less than the arrears outstanding.
20. Considering all of the evidence and, notwithstanding the Landlord may face some financial prejudice, I find that, pursuant to subsection 83(1)(b) of the Act that it would not be unfair to the Landlord to delay the eviction until August 31, 2025, due to the significant impact an early eviction would have on the Tenants.
21. Given the Tenants personal circumstances, I am satisfied that they may experience challenges securing housing that fits their needs such that more time is required. By contrast, the Landlord, while I acknowledge may face further financial prejudice, the Landlord is holding the last month's rent deposit and after considering the totality of the circumstances I conclude that delaying eviction to August 31, 2025, is fair and appropriate.
22. The extension of time will provide the Tenants time to secure their future income sources/funds to pay the arrears or to find a new place to live.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$6,586.00 if the payment is made on or before July 31, 2025. See Schedule 1 for the calculation of the amount owing.

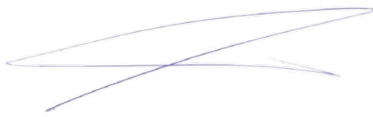
**OR**

  - \$8,186.00 if the payment is made on or before August 31, 2025. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after August 31, 2025, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before August 31, 2025.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$945.74. 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 Tenants. See Schedule 1 for the calculation of the amount owing.

6. The Tenants shall also pay the Landlord compensation of \$52.60 per day for the use of the unit starting July 16, 2025 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before August 31, 2025, the Tenants will start to owe interest. This will be simple interest calculated from September 1, 2025 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before August 31, 2025, then starting September 1, 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 1, 2025.

**July 21, 2025**  
**Date Issued**



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Panagiotis Peter Roupas  
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 1, 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 Tenants 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	\$6,400.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$6,586.00</b>

**B. Amount the Tenants 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	\$8,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$8,186.00</b>

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

Rent Owing To Hearing Date	\$5,589.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$4,800.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$29.26
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00

<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$945.74</b>
Plus daily compensation owing for each day of occupation starting July 16, 2025	\$52.60 (per day)