

**SUPERIOR COURT OF JUSTICE – ONTARIO  
DIVISIONAL COURT**

**RE:** CAROLYN NORTHCOTE  
Responding Party (Tenant)

**AND:**  
AXES IINVESTMENTS INC.  
Moving Party (Landlord)

**BEFORE:** Justice O’Brien

**COUNSEL:** *Martin P. Zarnett*, Counsel for the Moving Party (Landlord)  
*Carolyn Northcote*, Self-Represented  
*Eli Fellman*, Counsel for the Landlord and Tenant Board

**HEARD:** Motion in writing

**ENDORSEMENT**

[1] The landlord has brought a motion seeking a lifting of the stay of the Landlord and Tenant Board’s eviction order dated February 5, 2025. The motion arises from a case conference on April 1, 2025. In my directions following the case conference, I imposed terms for the ongoing stay of eviction pending the hearing of the appeal in this court. My directions following the case conference read in relevant part as follows:

**Justice O’Brien directs as follows arising from the case conference on April 1, 2025:**

The respondent landlord brought two related applications before the LTB regarding the same tenant, Ms. Northcote, and the same unit. The current appeal relates to the application for late payment of rent. The application regarding arrears of rent is still before the LTB. The tenant did not dispute the finding of compensation due in the order under appeal, which is dated February 5, 2025. She also agreed she had not paid rent since the date of the order, that is, for February 1, March 1 and April 1, 2025. The monthly rent is \$1914. There was no dispute that the total amount due including the compensation ordered in the LTB order under appeal and the rent due since then is \$12,746.70.

The ongoing stay of the LTB's eviction order pending appeal is subject to the following terms:

1. Ms. Northcote shall pay the monthly rent of \$1914 on the first of each month. The next payment is due on May 1, 2025.
2. By April 15, 2025, Ms. Northcote shall pay \$6,373.35 to the landlord for arrears of rent.
3. By May 15, 2025, Ms. Northcote shall pay \$6,373.35 to the landlord for arrears of rent.

If any of the above payments is not made on the date it is due, the landlord may file a notice of motion and affidavit attesting to the non-payment and requesting that the stay be lifted. Ms. Northcote shall have 7 days to respond to any such motion. The motion will be determined in writing subject to any further direction of the court.

The above directions do not limit the LTB from calculating additional arrears the tenant may owe and that were not directly before the court. The stay currently in place also does not prevent the LTB from making a separate order if otherwise appropriate on the landlord's application regarding arrears of rent.

[2] On April 22, 2025, the landlord served the tenant with its notice of motion and affidavit. In the affidavit, the landlord's representative states the tenant did not pay the amount of \$6,373.35 on April 15, 2025, as required by my directions. The landlord's representative also states the tenant has not made any payments to the landlord since August 15, 2024 and provides a ledger showing a total balance due of over \$18,000.

[3] In my directions, I stated that the tenant would have seven days to respond to a motion brought by the landlord to lift the stay. More than seven days have passed and the tenant has not filed any responding material. In view of this, I accept the landlord's evidence that the tenant has not complied with the conditions of the ongoing stay as directed by the court. The stay is lifted. The sheriff may enforce the Board's February 5, 2025 order. The approval of the tenant as to the form and content of the order is dispensed with.

[4] The landlord has requested costs of the motion but has not provided a bill of costs or even a proposed quantum of costs. No costs are ordered.

---

O'Brien J

**Released: May 5, 2025**