



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-055114-25

In the matter of: Unit 52A, 38 Erie Avenue PO Box 439
PORT ROWAN ON N0E1M0

Between: Long Point Area Non-Profit Housing Corporation Landlord

And

Kyla Lindsay Tenant

Long Point Area Non-Profit Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Kyla Lindsay (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on November 19, 2025.

The Landlord's Agent, Todd Smith, the Landlord's Legal Representative, Paul Startek and the Tenant attended the hearing.

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,167.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$38.37. This amount is calculated as follows: \$1,167.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,125.00 to the Landlord since the application was filed.
6. The Tenant did not dispute that the rent arrears owing to November 30, 2025 are \$7,761.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

L2 Application – Unpaid Utilities

8. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the Tenant shall pay to the Landlord \$338.00 which represents the out-of-pocket expense incurred by the Landlord as a result of the Tenant's failure to pay the water and sewage bills.
9. The Tenant was in possession of the rental unit on the date the application was filed.
10. On May 29, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination deemed served on June 3, 2025 alleging that the Tenant had failed to pay the water and sewage bills in the amount of \$237.53. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act). The Tenant voided the first N5 by paying the outstanding arrears for the water and sewage bill on June 3, 2025.
11. On June 26, 2025, the Landlord gave the Tenant a second N5 notice of termination deemed served on July 1, 2025. The notice of termination alleges that the Tenant has failed to pay the water and waste water charges of \$185.47 and an administration fee of \$49.25.
12. The Tenant acknowledged at the hearing her failure to pay the water bills in the amount of \$338.00 as required under her lease agreement.
13. Based on the uncontested evidence before me, I find that the Landlord has incurred out-of-pocket expenses of \$338.00 as a result of the Tenant's failure to pay the utility costs and that this has substantially interfered with the Landlord's lawful right, privileges and interests.

Section 83 – Relief from Eviction

14. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
15. The Tenant requested relief from eviction in the form of a payment plan requiring her to pay rent plus an additional \$400.00 towards the arrears each month until the arrears are paid in full which is a 20-month payment plan. The Tenant testified to her financial

circumstances and ability to pay going forward and I found the Tenant's testimony to be credible.

16. With regards to the utilities, the Tenant testified that she was able to pay to the Landlord \$338.00 which represents the out-of-pocket expense incurred by the Landlord as a result of the Tenant's failure to pay the water bills. The Tenant stated she is able to pay the full \$338.00 on November 20, 2025.
17. The Landlord sought a standard order for eviction. While the Landlord asserts that the Landlord is a non-profit organization and that there is prejudice to the Landlord if the Tenant is not evicted as the Landlord has limited means to support a tenancy where the Tenant is not paying, the Tenant has resided in the unit for approximately 7 years and pays below market rent. There is significant prejudice to the Tenant if she is evicted.
18. In relation to the L1 application, while I accept that the arrears are significant, I am satisfied that it would not be unfair in the circumstances to grant conditional relief from eviction subject to the conditions set out below. With respect to the L2 application, I find that it would not be unfair to make an order to pay alone.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$7,947.00 for arrears of rent up to November 30, 2025.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
February 1, 2026	\$400.00 (Arrears)
March 1, 2026	\$400.00 (Arrears)
April 1, 2026	\$400.00 (Arrears)
May 1, 2026	\$400.00 (Arrears)
June 1, 2026	\$400.00 (Arrears)
July 1, 2026	\$400.00 (Arrears)
August 1, 2026	\$400.00 (Arrears)
September 1, 2026	\$400.00 (Arrears)

October 1, 2026	\$400.00 (Arrears)
November 1, 2026	\$400.00 (Arrears)
December 1, 2026	\$400.00 (Arrears)
January 1, 2027	\$400.00 (Arrears)
February 1, 2027	\$400.00 (Arrears)
March 1, 2027	\$400.00 (Arrears)
April 1, 2027	\$400.00 (Arrears)
May 1, 2027	\$400.00 (Arrears)
June 1, 2027	\$400.00 (Arrears)
July 1, 2027	\$400.00 (Arrears)
August 1, 2027	\$400.00 (Arrears)
September 1, 2027	\$347.00 (Arrears)

4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2026 through to September 1, 2027, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenant fails to make any one of the payments in accordance with paragraphs 3-4 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after November 30, 2025.

L2 Application – Unpaid Utilities

6. The Tenant shall also pay to the Landlord \$338.00, on or before January 17, 2026, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.

January 6, 2026
Date Issued

 Christopher Lin
 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.