



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-089217-25

In the matter of: 927 Leishman Drive
Almonte ON K0A1A0

Between: Katherine Dawes Landlord

And

Wyatt Santink Tenant
Hannah McNaught

Katherine Dawes (the 'Landlord') applied for an order to terminate the tenancy and evict Wyatt Santink and Hannah McNaught (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Landlord's Legal Representative, Melanie Texeira, 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 \$2,450.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$80.55. This amount is calculated as follows: \$2,450.00 x 12, divided by 365 days.
5. The Tenant has paid \$144.29 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$7,205.71. The Tenant did not dispute the amount of the arrears.
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 \$2,450.00 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 \$17.79 is owing to the Tenant for the period from September 1, 2025 to December 15, 2025.

Section 83 Considerations:

10. The Tenant WS testified he has fallen into arrears as he is a seasonal worker and he did not work all of July 2025 when his second daughter was born with medical complications. His wife has been on maternity leave since July 2025, and they also have a 2-year-old daughter.
11. The Tenant stated he has not had issues prior to this summer in paying his ongoing rent as his monthly income is approximately \$12,000.00. The Tenant testified he also has several jobs booked for the new year as a general contractor and has retainers secured through his business.
12. The Tenant testified that he loaned \$30,000.00 to a family member in September 2025 as they were in desperate need, and he now sees that he should not have depleted his savings. The Tenant did not submit documentary evidence to support his oral testimony on his finances.
13. The Tenant proposed a payment plan of \$1,231.95 per month until the arrears are paid back.
14. The Landlord objected to the payment plan, submitting that the Tenant did not submit documentary evidence to support his claims that his payment plan was viable. The Landlord suggested that the Tenant be required to pay a substantial amount of the arrears immediately from the retainers received through his business. The Tenant stated he cannot use the money until he has completed the work. The Landlord stated they do not believe the Tenant will pay the arrears. The Landlord did not provide further evidence that the arrears were having a significant impact on her.
15. I accept the Tenant's evidence that his wife had a baby in July 2025 with medical challenges and that he has a 2-year-old daughter. I accept that the family would be impacted through an eviction. I also accept the Tenant's evidence that he has the financial capacity to fulfill the proposed payment plan of \$1,231.95 per month.
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 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. While I accept that the arrears are not insignificant, I am satisfied that the tenancy is viable, and thus it would not be unfair to deny eviction subject to a payment plan. If the Tenant does not pay the arrears back according to the plan, the Landlord can bring an application to evict her under section 78

It is ordered that:

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 \$7,391.71 for rent arrears to December 31, 2025, inclusive of the filing fee.
3. The Tenant shall pay to the Landlord the amount in paragraph 2 of this order in accordance with the following schedule:
 - a. Starting January 15, 2026 and ending June 15th, 2026, the Tenant shall pay to the Landlord \$1,231.95 per month on or before the 15th day of the month;
4. Commencing January 1, 2026 and continuing until June 1, 2026, or until the arrears are paid in full, whichever date is earliest, the Tenant shall pay to the Landlord the lawful monthly rent on or before the first day of the month.
5. If the Tenant fails to comply with any of the conditions set out in paragraphs 3 and 4 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (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 December 31, 2025. The Landlord must make the application within 30 days of the breach of a condition. This application is made to the LTB without notice to the Tenant.

January 8, 2026
Date Issued

Allana McComb
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.