



AMENDED ORDER
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act

File Number: LTB-L-002631-25-AM

In the matter of: 3, 155 STINSON ST
HAMILTON ON L8N1S7

Between: Stinson Limited Partnership c/o EIWO Canadian Management Ltd. Landlord

And

Mandy O'Connor Tenant

On my own motion, this amended order is issued to correct a clerical error in the original order issued April 22, 2025. The amendment is bolded and underlined for ease of reference.

Stinson Limited Partnership c/o EIWO Canadian Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Mandy O'Connor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 10, 2025.

The Landlord's legal representative, Frannie Simms 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 \$774.28. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$25.46. This amount is calculated as follows: \$774.28 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 April 30, 2025 are \$3,833.07.
7. The Landlord requested reimbursement charges and administration costs for charges the Landlord incurred as a result of 2 cheque(s) given by or on behalf of the Tenant which was returned NSF.
8. The Landlord did not submit copies of the NSF cheques as evidence to support the request and therefore the request for the reimbursement of these charges is denied.
9. The Landlord collected a rent deposit of \$707.28 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.
10. Interest on the rent deposit, in the amount of \$6.10 is owing to the Tenant for the period from December 6, 2024 to April 10, 2025.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Landlord evidence

12. The position of the Landlord is the Tenant has been in arrears before and the Landlord has had to file previous L1 applications.
13. The Landlord's legal representative submits that the Landlord reached out to the Tenant in January 2025 to offer repayment options and the Tenant did not respond.
14. The Landlord's legal representative submitted the Tenant tendered cheques to the Landlord that have come back as NSF and the Landlord's legal representative is not confident the Tenant will be able to adhere to a repayment plan given the Tenant's history or non-payment.
15. The Landlord is seeking a standard order for eviction and arrears.

Tenant evidence

16. The Tenant does not dispute the arrears.
17. The position of the Tenant is she suffered some medical setbacks in early December 2024. The Tenant testified she was diagnosed with diabetes and her eyesight deteriorated as a result.
18. The Tenant testified she put a friend in charge of her finances and the friend was later found to have been mismanaging the Tenant's finances and not paying her rent.
19. The Tenant testified she was hospitalized and since being released has been on insulin to help with her diabetes and has regained her sight.

20. The Tenant testified she has been living in the rental unit for 20 years. The Tenant testified her father died a few years ago and has no siblings and very few friends that she would be able to stay with if she were to be evicted.
21. The Tenant requested a repayment plan in order to pay the arrears owed to the Landlord and preserve her tenancy.

Relief from eviction

22. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. In this case, I find the Tenant's testimony credible regarding her medical issues and her friend's mismanagement of her finances.
23. I find the Tenant credible in her testimony regarding her medical issues and her friend mismanaging her finances causing her to go into arrears.
24. The Tenant submitted her finances for my consideration and submitted a repayment plan of \$250.00 per month to repay the arrears owed.
25. With the evidence and submissions before me and on a balance of probabilities I am satisfied that the Tenant has the ability and intent on adhering to a repayment plan to preserve her tenancy and pay the arrears owed to the Landlord in a reasonable time.
26. 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. Given all the information provided to me at the hearing I am issuing a repayment plan that will benefit both parties as outlined below.
27. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
28. This order contains all reasons for the determinations and order made. No further reasons will be issued.

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 \$4,119.07 for arrears of rent up to April 30, 2025 and costs.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:

The Tenant shall pay this amount:	The Tenant shall pay on or before this date:
\$250.00	May 1, 2025
\$250.00	June 1, 2025
\$250.00	July 1, 2025
\$250.00	August 1, 2025
\$250.00	September 1, 2025
\$250.00	October 1, 2025
\$250.00	November 1, 2025
\$250.00	December 1, 2025
\$250.00	January 1, 2026
\$250.00	February 1, 2026
\$250.00	March 1, 2026
\$250.00	April 1, 2026
\$250.00	May 1, 2026
\$250.00	June 1, 2026
\$250.00	July 1, 2026
\$250.00	August 1, 2026
\$119.07	September 1, 2026

4. Commencing on May 1, 2025 and continuing for the duration of the outstanding arrears, the Tenant shall also pay to the Landlord new rent in full on or before the first business day of each month.
5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to ~~paragraph 1~~ **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 April 30, 2025.

April 22, 2025

Date Issued

January 5, 2026

Date Amended

Greg Brocanier

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.