



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

**Citation:** Northstar Property Management v McIntomney, 2026 ONLTB 3663

**Date:** 2026-01-14

**File Number:** LTB-L-079536-25

**In the matter of:** ROOM 30, 410 PIM ST  
SAULT STE MARIE ON P6B2V1

**Between:** Northstar Property Management Landlord

**And**

Angelique McIntomney Tenant

Northstar Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Angelique McIntomney (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 2, 2025.

Only the Landlord's agent, Jason Naccarato, attended the hearing.

As of 9:43 the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

### **Determinations:**

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$800.00. It is due on the 1st day of each month.
4. The Tenant has paid \$1,980.00 to the Landlord since the application was filed.
5. The rent arrears owing to December 31, 2025 are \$830.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$1,016.00.
8. 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. The Landlord offered this payment plan to the Tenant and believes it is acceptable to them. The arrears are the result of rent payments being misdirected when the ownership of the property changed and the Landlord is willing to accept a 12-month repayment period.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$1,016.00 for arrears of rent up to December 31, 2025 and costs.
2. The Tenant shall pay the rent which came due on January 1, 2026 by January 31, 2026 if it has not already been paid.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

|                                                                                   |         |
|-----------------------------------------------------------------------------------|---------|
| January 31, 2026                                                                  | \$84.66 |
| On the 15 <sup>th</sup> of each month from February 15, 2026 to November 15, 2026 | \$84.66 |
| December 15, 2026                                                                 | \$84.74 |

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 to December 1, 2026, 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 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 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 December 31, 2025.

**January 14, 2026**  
**Date Issued**

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Dawn Carr  
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.