



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

File Number: LTB-L-083481-25

In the matter of: UNIT C, 18 PEARL ST E
BROCKVILLE ON K6V1P3

Between: KATHERINE FIZELL Landlord

And

MICHAEL LARENTE Tenant

KATHERINE FIZELL (the 'Landlord') applied for an order to terminate the tenancy and evict MICHAEL LARENTE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 7, 2026.

The Landlord, the Tenant's legal representative, John Wenham, 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 \$950.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$31.23. This amount is calculated as follows: \$950.00 x 12, divided by 365 days.
5. The Tenant has paid \$800.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$4,900.00.
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 \$950.00 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 \$17.93 is owing to the Tenant for the period from February 14, 2025 to January 7, 2026.

Relief from Eviction

10. The Landlord is seeking termination of tenancy and opposed the repayment plan offered by the Tenant as the Landlord was not confident in the Tenant's ability to pay the ongoing rent.
11. The Tenant requested that the Board impose a repayment plan that would allow them to preserve the tenancy by paying the new rent that comes due as well as \$423.83 towards the arrears until they are paid in full.
12. The Tenant provided testimony regarding personal and financial difficulties including loss of employment, health concerns and the Family Responsibility Office taking regular monthly payments which impacted the Tenant's ability to pay rent. The Tenant testified that he is back to work and can afford the payment plan he proposes. He understands the repercussions if he does not comply with the suggested payment plan and wants to stay in the rental unit.
13. 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. Bearing in mind that eviction is a remedy of last resort, and having considered all of the parties disclosed circumstances I find that it would not be unfair to provide the Tenant with relief from eviction on terms that respect the Landlord's right to collect the rent, that would require the Tenant to reduce the Landlord's financial burden, that respects the Tenant's assertion that they can restore this tenancy to good standing and that would provide the Landlord with immediate recourse in the event of a breach. While a repayment plan will take approximately 12 months to repay all the arrears, to reduce any potential prejudice to the Landlord, all payments will be subject to a section 78 clause.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,086.00, which represents the arrears of rent up to January 31, 2026 (\$4,900.00), and costs (\$186.00).
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$423.83 on or before the 1st day of each month from February 1, 2026 up to and including January 1, 2027
 - \$423.87 on or before the 1st day of February 2027.

3. Effective February 1, 2026, and continuing on or before the 1st day in each consecutive month that follows, the Tenant shall pay the Landlord the full amount of the lawful monthly rent until the debt is paid in full.
4. 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 January 31, 2026.

January 15, 2026
Date Issued

Teresa Hunt
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.