



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

File Number: LTB-L-088312-25

In the matter of: 077, 238 HIGHWAY 8
STONE CREEK ON L8G1E1

Between: 573274 Ontario Inc o/a Valery Properties Landlord

And

Aniska Johnson Tenant

573274 Ontario Inc o/a Valery Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Aniska Johnson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 16, 2025.

The Landlord's Agent, Tina Novak, 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 \$2,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
5. The Tenant has paid \$9,300.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$2,200.00, which is agreed by the parties.
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 \$2,300.00 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 \$41.59 is owing to the Tenant for the period from March 28, 2025 to December 16, 2025.
10. The Tenant wanted to raise their own issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'), but did not serve the Landlord with the documentation to support these claims as required by section 82(2) of the Act and Rule 19.4 of the LTB's Rules of Procedure. The Tenant also did not provide a reasonable explanation for failing to comply with the disclosure requirements. The Tenant indicated that they filed a T6 Application in relation to these issues, which the LTB has scheduled to hear.
11. The Landlord's Agent confirmed the T6 application that the Tenant has filed has been scheduled for an adjudicative case conference.
12. I am satisfied that the Tenant can raise their issues through the T6 application. Therefore, I declined to hear the Tenant's issues under section 82.

Relief from Eviction

13. The Landlord is seeking a standard 11-day voidable eviction order but is not opposed to a payment plan. I explained to the parties that if I ordered a payment plan, the order would need to include a consequence for a potential breach in the form of a "s. 78 clause". That clause would allow the Landlord to apply to the LTB for eviction without notice to the Tenant within 30 days of a breach. The s. 78 clause would also apply to a condition requiring the Tenant to pay new rent on time going forward while the payment plan is in place.
14. The Tenant requested that I hold off on making an order regarding the arrears until their T6 application is heard, in case the Tenant is awarded compensation in that matter, in which case the amounts owing could be set off against each other. Alternatively, the Tenant sought a payment plan to be considered with monthly payments in the amount of \$50.00 starting January 31, 2026, if a payment plan was to be ordered. The Tenant testified that rent going forward would be made in full and on time.
15. The Tenant is a single mother of 2 young children, and she works from home. The Tenant testified that the arrears arose from a serious and ongoing issue, and that she has attempted to rectify the arrears even though she has a T6 application filed. The Tenant testified that she has no one she can stay with if eviction is ordered.
16. The Tenant raised concerns regarding a condition in a payment plan order that requires her to pay her rent on time as she finds it difficult to pay her rent to the Landlord because they are not available nor in the office to accept payments.

17. The Landlord's Agent testified that email money transfer is not an option for payment of rent, and that someone is normally in the office to accept payments.
18. 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.
19. Since the Landlord was open to a payment plan, I find that there is no prejudice to order a payment plan for the Tenant.
20. The Landlord's agent provided assurances that the Tenant can and should pay her monthly rent in the Landlord's office at the residential complex. Based on the evidence before me, I am not concerned about the Tenant's ability to do so.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,386.00, which represents the arrears of rent (\$2,200.00), and costs (\$186.00) outstanding for the period ending December 31, 2025.
2. The Landlord's application for eviction of the Tenant is denied on the condition that:
 - (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:
 - (b) The Tenant shall pay the Landlord \$50.00 per month on or before the 31st of each month starting January 31, 2026, to December 31, 2029, which would total \$2,350.00 towards the arrears.
 - (c) The Tenant shall pay the final payment of \$36.00 to the Landlord on or before January 31, 2030.
 - (d) Commencing on February 1, 2026, and continuing until the arrears set out above are paid in full, the Tenant must pay the rent as and when it comes due on or before the 1st business day of each month.
3. If the Tenant fails to make any of the payments in accordance with paragraph 2, and by the dates required, then:
 - (a) 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 for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 2 of this order.

17. The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear simple interest at a rate of 4% per annum on the balance outstanding.

January 12, 2026
Date Issued

Samantha Greaves
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on July 31, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.