



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-086309-25

In the matter of: Upper, 10 HUME ST
LONDON ON N5Z2N8

Between: Alberto Hernandez Herrera Landlord
Ruth Martinez Vidales

And

Mitchell Woodworth Tenant
Thomasena Smith

Alberto Hernandez Herrera and Ruth Martinez Vidales (the 'Landlord') applied for an order to terminate the tenancy and evict Mitchell Woodworth and Thomasena Smith (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 8, 2026.

The Landlord Alberto Hernandez Herrera, the Landlord Ruth Martinez Vidales, the Tenant Mitchell Woodworth, and the Tenant Thomasena Smith attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 \$1,665.62. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$54.76. This amount is calculated as follows: $\$1,665.62 \times 12$, divided by 365 days.
5. The Tenant has paid \$3,100.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$6,489.34.

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 \$1,595.00 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 \$146.42 is owing to the Tenant for the period from March 23, 2022 to January 8, 2026.

Relief from eviction

10. The Tenant requested relief from eviction and submitted that they are seeking additional time to repay the rent arrears due to ongoing financial and personal hardship. The Tenant testified that their spouse is currently off work due to the seasonal nature of their employment but is expected to return to work in May, at which time the household income will increase. The Tenant also testified that they have a dependent child living in the rental unit and that they experience severe bipolar disorder, which has affected their ability to maintain consistent income. The Tenant proposed to pay the lawful rent in full and on time going forward, together with monthly payments of \$150 toward the arrears until May, and increased payments of \$800 per month toward the arrears beginning in May, with the goal of fully repaying the arrears within approximately six months.
11. The Landlord opposed an unconditional delay of eviction but indicated a willingness to consent to relief from eviction subject to strict conditions. The Landlord submitted that relief would only be acceptable if the repayment plan ensures that the rent arrears are fully paid by no later than December 31, 2026. The Landlord expressed concern about ongoing non-payment but acknowledged that a structured repayment plan with clear timelines and enforceable conditions would reduce prejudice.
12. 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6,675.34 for arrears of rent up to January 31, 2026. This amount includes the Landlord's \$186.00 cost for filing this application.

2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
February 15, 2026	\$150.00
March 15, 2026	\$150.00
April 15, 2026	\$150.00
May 15, 2026	\$800.00
June 15, 2026	\$800.00
July 15, 2026	\$800.00
August 15, 2026	\$800.00
September 15, 2026	\$800.00
October 15, 2026	\$800.00
November 15, 2026	\$800.00
December 15, 2026	\$625.34

3. 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.
4. Section 78 of the Residential Tenancies Act, 2006, S.O. 2006, c.17 applies to this Order. If the Tenant fails to make any of the payments in accordance with paragraphs 2 and 3 of this order, the Landlord may apply at no cost, and without notice to the Tenant, for an order to terminate the tenancy and evict the Tenant. The Landlord must make this application within 30 days of a breach of a condition set out in this Order.

January 16, 2026
Date Issued

 Kyle Anderson
 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.