



Order under Section 69 Residential Tenancies Act, 2006

Citation: Avaneu Single Family Rental GP Inc. v Narine, 2026 ONLTB 3259

Date: 2026-01-13

File Number: LTB-L-085804-25

In the matter of: 2, 79 Barker Dr.
Kingston, ON K7K 6X8

Between: Avaneu Single Family Rental GP Inc. Landlord

And

Nathan Narine Tenants
Anthony Bilow
Kersten Boon

Avaneu Single Family Rental GP Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Nathan Narine, Anthony Bilow and Kersten Boon (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 5, 2026.

The Landlord's Representative, Angie Gravelle, and the Tenant, Nathan Narine ("NN"), attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,415.37. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$79.41. This amount is calculated as follows: $\$2,415.37 \times 12$, divided by 365 days.
5. The Tenants have paid \$3,690.00 to the Landlord since the application was filed.
6. It was undisputed that the rent arrears owing to January 31, 2026, are \$6,494.05.

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 \$2,299.00 from the Tenants 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 \$173.09 is owing to the Tenants for the period from January 1, 2023, to January 5, 2026.

Relief from eviction

10. NN testified that the Tenants would be able to begin paying rent as of February 1, 2026, and proposed a payment plan for the arrears. NN testified that they currently have a payment plan for some arrears for utilities with the Landlord which would mean that the rent arrears payments would only be \$100.00 until the utility arrears are paid and then the rent arrears payments would be able to be increased. NN then testified as to the Tenants' income and expenses.
11. NN testified that the Tenants have consistently been in arrears since 2023, but they had a roommate that was unreliable who is no longer in the financial picture and the Tenants have now restructured their finances and are now able to afford the rent without relying on anyone else. NN testified that the Tenants have three children aged, 6, 3, and 1 residing in the rental unit. NN testified that in the alternative, the Tenants could potentially do a lump sum payment toward the arrears in addition to the monthly payments.
12. The Landlord's Representative submitted that the Tenants cannot afford the rental unit, and that the tenancy is no longer viable. The Landlord's Representative submitted that based on the Tenants' history of being in arrears and the fact that the Tenants have defaulted on their utility arrears agreement it is unlikely they will be able to make any kind of payment plan work as the evidence indicates they will have very little surplus left each month. However, the Landlord was open to an extended eviction date to the end of January 31, 2026, in light of there being children in the rental unit.
13. However, the Act, like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
14. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of the Act is to promote security of tenure.
15. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.

16. The Tenants' history does demonstrate an issue with payment of rent, however my concern in this matter is the current non-payment of rent. NN did provide sufficient evidence that the Tenants have a willingness and ability to pay the ongoing rent and the arrears in just over a year. Taken together with the fact the Tenants have three children in the rental unit, I therefore find that it is not unfair to issue a conditional order that reflects the payment plan NN proposed at the hearing along with a lump sum payment in the amount of \$1,000.00, this is lower than what NN testified that Tenants were able to pay but I find it fair in the circumstances as the Tenants may have other arrears amounts they will have to negotiate in the coming months.
17. Furthermore, any concerns the Landlord's Representative raised about whether the Tenants will be able to adhere to a payment plan will be mitigated by section 78 of the *Residential Tenancies Act, 2006* (the 'Act').
18. As such, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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 Tenants shall pay to the Landlord \$6,680.05 for arrears of rent up to January 31, 2026, inclusive of filing fee.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
February 22, 2026	\$1,000.00
March 22, 2026	\$100.00
April 22, 2026	\$100.00
May 22, 2026	\$100.00
June, 2026	\$100.00
July 22, 2026	\$100.00
August 22, 2026	\$800.00
September 22, 2026	\$800.00
October 22, 2026	\$800.00
November 22, 2026	\$800.00
December 22, 2026	\$800.00
January 22, 2027	\$800.00
February 22, 2027	\$380.05

3. The Tenants 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 February 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants 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 Tenants to the

Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

January 13, 2026

Date Issued

Nicole Pedron

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.