



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-081094-25

In the matter of: 101, 25 DEVERILL CRT
MARKHAM ON L6G0C7

Between: East Markham Non-Profit Homes Landlord

And

Shauna Dorman Tenant

East Markham Non-Profit Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Shauna Dorman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 17, 2025.

The Landlord's Legal Representative Emily Barbatl and the Tenant attended the hearing.

Determinations:

The Adjournment

1. At the outset of the hearing the Tenant requested an adjournment. She testified that she needs to go to work, which she does part time and on a seasonal basis. She testified that she did not have time to participate in the hearing while working and needs more time to prepare and have this conversation.
2. The Tenant testified that she only received the notice of hearing one week ago and needs more time to think and gather herself. She testified that after receiving the Notice of Hearing she reviewed her bank statements to determine if any payments were missed and to determine her income and expenses and figure out how much she could put towards the arrears, The Tenant also reached out to her church for assistance.
3. The Tenant explained that she would be unable to work and participate in the hearing at the same time.
4. I am not satisfied that an adjournment is appropriate.

5. Interpretation Guideline 1 Adjourning and Rescheduling Hearings, states:

Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.

The specific factors the Member may consider in deciding whether to grant an adjournment include:

1. the reason for the adjournment and position of the parties;
 2. the issues in the application;
 3. any prejudice that may result from granting or denying the request;
 4. the history of the proceeding including other adjournments or rescheduling;
 5. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
6. While this guideline is not binding on me, I find no reason to deviate from it here. The Boards records demonstrate that the Notice of Hearing was mailed to the Tenant on November 18, 2025. Therefore, it would be deemed received November 23, 2025. I am satisfied that this has allowed the Tenant adequate time to prepare for this proceeding and I am not satisfied that the Tenant has demonstrate that she only received the Notice of Hearing one week prior to the proceeding.
7. Additionally, I am not satisfied that there are exceptional circumstances which warrant an adjournment. While the Tenant testified that she must work, I am satisfied that the Tenant has had adequate time to be aware of the proceeding and request alterations to her scheduling accordingly. I also note that this hearing is scheduled only for a limited time, and as part of a block. Therefore, it can be stood down briefly, should the Tenant need to attend to something at work, and can be paused and resumed to accommodate her participation.
8. Therefore, I am not satisfied thar an adjournment is appropriate.

The L1

9. 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.

11. The lawful rent is \$313.00. It is due on the 1st day of each month.
12. The Tenant has paid \$626.00 to the Landlord since the application was filed.
13. The rent arrears owing to December 31, 2025 are \$2,228.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. Accordingly, the total amount the Tenant owes the Landlord is \$2,414.00. The Tenant disputed the quantum owing and claimed she had paid rent for the month of December 2025. However, the Tenant did not provide any documentation to confirm this payment, therefore I am satisfied that the quantum of arrears claimed by the Landlord is correct.
16. 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.
17. At the hearing the Landlord sought a standard order and the Tenant a payment plan. The Tenant testified to a monthly income of approximately \$3000.00 against expenses of approximately \$2345.00. The Tenant proposed payment plan of \$200 per month and testified that she sometimes spends more on groceries or other expenses, which is why she is proposing she pay only \$200.00 per month.
18. The Tenant testified that there are two children in the unit, and she has no family support nearby and they would need to go to a shelter of the tenancy were terminated.
19. Based on the Tenant's income and expenses the tenancy appears to be viable. I also note that the quantum of arrears outstanding is low, and payments have been made, additionally, the Tenant resides in non-profit housing and would likely struggle to secure alternate accommodation. Therefore, I am satisfied it is appropriate to allow the Tenant the opportunity to preserve the tenancy by way of a payment plan.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,414.00 for arrears of rent up December 31, 2025 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Due Date	Amount of Payment
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On or before January 25, 2026 – on or before November 25, 2026	\$200.00 each month
On or before December 25, 2026	\$214.00

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. The Tenant shall pay the rent for January 2026 on or before January 25, 2026 if it has not already been paid by the date of this order.
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 December 31, 2025.

January 13, 2026
Date Issued

 Reid Jackson
 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.