



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

**File Number:** LTB-L-072833-25

**In the matter of:** 203, 127 BELMONT DR  
LONDON ON N6J4J7

**Between:** Rent London Inc. Landlord

**And**

Kristy Holden Tenant

Rent London Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kristy Holden (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 5, 2025.

The Landlord's agent Nasser Zabian and the Tenant attended the hearing. The Tenant declined to speak with Tenant Duty Counsel.

**Determinations:**

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,416.44. It is due on the 1st day of each month.
4. The Landlord's agent and the Tenant provided extensive information at the hearing with respect to the amount of rent arrears owed by the Tenant. The Landlord did not provide a ledger of the Tenant's rental account for review at the hearing and the Landlord's agent did not have direct knowledge of the Tenant's payment history or communications regarding her rent payment.
5. Based on my review of the rent charges that have come due since the Landlord filed its application and the payments that the parties agree the Tenant has made

since the application was filed, the arrears to November 30, 2025, would be \$4,431.32.

6. However, the Tenant disputes this figure based on two reasons.
7. First, the Tenant testified that two further payments were made to the Landlord - \$300.00 on September 28, 2025, and \$200.00 additional dollars on October 18, 2025. The Tenant testified that these payments ought to have been allocated to rent. The Landlord's agent confirmed these payments were received by the Landlord but were allocated towards utility payments in the Landlord's ledger.
8. I am satisfied on a balance of probabilities that the additional \$500.00 in payments ought to have been allocated to the Tenant's rent, absent any indication from the Tenant that the payments were designated as specifically for utilities expenses. The Tenant's credible and uncontested testimony is that no such designation was made.
9. Second, the Tenant testified that another agent of the Landlord told her that the outstanding balance of her rent account was \$2,014.88 on October 20, 2025. However, this does not accord with the rent charges and payments that the parties agree took place. Per the information gathered at the hearing, the arrears balance as of October 20, 2025, would have been \$2,673.88 (not factoring in the additional \$500.00 in payments that ought to have been allocated to the arrears balance). This is \$1,159.00 more than the figure that the Tenant was told by the Landlord's agent on October 20, 2025.
10. The figure of \$1,159.00 is significant: this is the amount of ODSP benefits that the Tenant receives each month and this amount is paid directly to the Landlord.
11. Based on the information given to me at the hearing, I find that the most likely explanation for this discrepancy is that the amount quoted to the Tenant on October 20, 2025, had already accounted for the October 2025 ODSP Payment that the Landlord had not actually received as of that time. The parties agree that the payment was ultimately received by the Landlord on October 31, 2025.
12. While this has created some confusion among the parties, I am satisfied that the rent charges and payments reported at the hearing are accurate and have calculated the arrears owing according to those figures. As mentioned above, I also have allocated the additional \$500.00 paid by the Tenant toward her rent arrears.
13. Accordingly, the total amount the Tenant owes the Landlord is \$3,931.32.
14. The Landlord incurred a cost of \$186.00 to file this application and is entitled to be reimbursed this amount.
15. 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.

16. The Landlord has presented the Tenant's arrears in a way that put the Tenant in a difficult position: she was told by different agents of the Landlord at different times that the rent arrears were different amounts. While I am satisfied that the rent arrears were properly disclosed on the N4 Notice as required under section 59 of the Act and that the arrears amount calculated in this order is accurate, it is understandable – given the Landlord's communications to the Tenant – why the Tenant would have been confused about the status of her account.
17. The Tenant testified that she is in receipt of ODSP benefits, a portable housing allowance, and the Child Tax Benefit each month. Based on the information provided at the hearing about her income and expenses, I find that she is able to afford the monthly rent on an ongoing basis and make payments toward the arrears.
18. The Tenant also testified that three of her children reside with her in the rental unit.
19. Given the modest amount of arrears owed and the Tenant's personal and financial circumstances, I am satisfied that it would not be unfair to grant relief in the form of a conditional payment plan.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$4,117.32 for arrears of rent up to November 30, 2025 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

| <b><u>Arrears Payment Date</u></b> | <b><u>Arrears Payment Amount</u></b> |
|------------------------------------|--------------------------------------|
| February 10, 2026                  | \$343.11                             |
| March 10, 2026                     | \$343.11                             |
| April 10, 2026                     | \$343.11                             |
| May 10, 2026                       | \$343.11                             |
| June 10, 2026                      | \$343.11                             |
| July 10, 2026                      | \$343.11                             |
| August 10, 2026                    | \$343.11                             |
| September 10, 2026                 | \$343.11                             |
| October 10, 2026                   | \$343.11                             |
| November 10, 2026                  | \$343.11                             |

|                   |          |
|-------------------|----------|
| December 10, 2026 | \$343.11 |
| January 10, 2027  | \$343.11 |

3. The Tenant shall also pay to the Landlord the new rent charges that became payable on December 1, 2025, and January 1, 2026, on or before March 31, 2026. Any payments received by the Landlord between December 1, 2025, and January 31, 2026, directly from ODSP shall be applied to these amounts.
4. 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 January 31, 2027, or until the arrears are paid in full, whichever date is earliest.
5. 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 November 30, 2025.

**January 20, 2026**  
**Date Issued**

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 Jeremy Henderson  
 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.