



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

File Number: LTB-L-084635-25

In the matter of: 3004 Herald Road
Sharon ON L0G1V0

Between: 541924 Ontario Ltd Landlord

And

Kaitlin Chadwick Tenants
Matthew Robinson

541924 Ontario Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Kaitlin Chadwick and Matthew Robinson (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 15, 2026.

The Landlord's legal representative, Dara Saunders, the Landlord's Agent, Michelle Appleton and the Tenants attended the hearing.

Determinations:

Preliminary Issues

1. At the hearing, I raised the issue that the application included rent arrears for a period that pre-dated the arrears period set out in the Notice to End your Tenancy for Non-payment of Rent (the N4 Notice). In response, the Landlord's legal representative acknowledged the error and requested that the application be amended to exclude any rent arrears claimed for periods prior to those identified in the N4 Notice. The Landlord agreed to forgo any claim for rent arrears outside the period set out in the N4 Notice. As the amendment limits the claim to the period properly before the Board and does not prejudice the Tenant, I am satisfied it is appropriate to grant the amendment. Therefore the application is amended to reflect arrears to the Landlord for the period from March 1, 2025 to October 31, 2025 in the amount of \$24, 477.41.
2. At the hearing the Tenant contested the lawful monthly rent stating that as of August 1, 2021, the Landlord increased the monthly rent to \$2,500.00 and that there was another tenant that moved into the basement in which the Tenants are not responsible for paying

that portion of the rent. The Tenants confirmed that it was the Tenant's sister who moved into the basement portion of the rental unit.

3. The Landlord stated that the Tenants did not ask to have an occupant move into the basement but wanted the sister to move into the basement part of the rental unit. The Landlord further submitted that she did not enter into a separate tenancy agreement with the sister/occupant and is not even aware of the occupant's name.
4. Based on the submissions of the parties, I am not convinced that the Tenant's sister is a tenant and obligated to pay rent to the Landlord. Further, Section 136 of the *Residential Tenancies Act, 2006* (the "Act") states:

Rent deemed lawful

136 (1) Rent charged one or more years earlier shall be deemed to be lawful rent unless an application has been made within one year after the date that amount was first charged and the lawfulness of the rent charged is in issue in the application.

Increase deemed lawful

(2) An increase in rent shall be deemed to be lawful unless an application has been made within one year after the date the increase was first charged and the lawfulness of the rent increase is in issue in the application.

5. The Tenants did not file an application challenging the lawfulness of the rent increase implemented in August 2021, nor did they file an application disputing the rent charged by the Landlord. The applicable limitation period to bring such an application has now expired. Accordingly, I find that the lawful monthly rent is \$2,658.08.

N4 Notice of termination

6. 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.
7. As of the hearing date, the Tenants were still in possession of the rental unit.
8. The lawful rent is \$2,658.08. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$87.39. This amount is calculated as follows: $\$2,658.08 \times 12$, divided by 365 days.
10. The Tenants have not made any payments since the application was filed.
11. The rent arrears owing to January 31, 2026 are \$30,951.65.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

13. The Landlord collected a rent deposit of \$3,000.00 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.
14. Interest on the rent deposit, in the amount of \$104.69 is owing to the Tenants for the period from July 28, 2024 to January 15, 2026.

Relief from eviction

15. At the hearing the Landlord sought a standard 11-day eviction order as the Tenants have not made any payment towards the arrears or the monthly rent.
16. The Tenants have resided in the rental unit since 2024. The household includes three children, one aged 13 and two under the age of two.
17. The Tenant, Matthew Robinson (MR), testified that he lost his employment and that the rent arrears accrued as a result. MR further testified that he regained employment in August 2025 and has been attempting to address other debts that accumulated during his period of unemployment, which he stated is why no rent payments have been made. The Tenants also submitted that rent payments were withheld because they were disputing the lawful monthly rent.
18. Following my finding with respect to the lawful monthly rent, the Tenants requested an opportunity to repay the arrears and proposed a payment plan consisting of weekly payments of \$1,000.00 toward the arrears, in addition to payment of the ongoing monthly rent as it becomes due.
19. The Tenants submitted that their combined monthly household income is approximately \$8,800.00, derived from employment income and Child Tax Credits. They further submitted that their monthly household expenses total approximately \$4,263.08, including rent, groceries, internet, cellular phone services, a vehicle payment, automobile and tenant insurance, as well as additional expenses related to the care of the two children under the age of two.
20. I am satisfied, based on the evidence before me, that the Tenants now have the financial capacity to maintain the ongoing rent while making meaningful payments toward the arrears. The proposed payment plan is specific, time-limited, and substantial, and would result in the arrears being reduced at a reasonable pace.
21. I find that granting a payment plan, rather than issuing an immediate eviction order, reduces prejudice to both parties. The Landlord will receive regular payments toward the arrears as well as the ongoing rent, thereby mitigating financial loss. At the same time, the Tenants are afforded an opportunity to preserve their tenancy and avoid the significant hardship that eviction would cause, particularly given the presence of young children in the household.
22. 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 the amount of \$31,137.65, representing the arrears of rent and costs owing up to March 31, 2024.
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
January 23, 2026	\$1,000.00 (Costs, Arrears)
January 30, 2026	\$1,000.00 (Arrears)
February 6, 2026	\$1,000.00 (Arrears)
February 13, 2026	\$1,000.00 (Arrears)
February 20, 2026	\$1,000.00 (Arrears)
February 27, 2026	\$1,000.00 (Arrears)
March 6, 2026	\$1,000.00 (Arrears)
March 13, 2026	\$1,000.00 (Arrears)
March 20, 2026	\$1,000.00 (Arrears)
March 27, 2026	\$1,000.00 (Arrears)
April 3, 2026	\$1,000.00 (Arrears)
April 10, 2026	\$1,000.00 (Arrears)
April 17, 2026	\$1,000.00 (Arrears)
April 24, 2026	\$1,000.00 (Arrears)
May 1, 2026	\$1,000.00 (Arrears)
May 8, 2026	\$1,000.00 (Arrears)
May 15, 2026	\$1,000.00 (Arrears)

May 22, 2026	\$1,000.00 (Arrears)
May 29, 2026	\$1,000.00 (Arrears)
June 5, 2026	\$1,000.00 (Arrears)
June 12, 2026	\$1,000.00 (Arrears)
June 19, 2026	\$1,000.00 (Arrears)
June 26, 2026	\$1,000.00 (Arrears)
July 3, 2026	\$1,000.00 (Arrears)
July 10, 2026	\$1,000.00 (Arrears)
July 17, 2026	\$1,000.00 (Arrears)
July 24, 2026	\$1,000.00 (Arrears)
July 31, 2026	\$1,000.00 (Arrears)
August 7, 2026	\$1,000.00 (Arrears)
August 14, 2026	\$1,000.00 (Arrears)
August 21, 2026	\$1,000.00 (Arrears)
August 28, 2026	\$137.65 (Arrears)

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 August 31, 2026**, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail 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 Tenant's 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 21, 2026
Date Issued

Christina Philp
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.