



Order Under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-093388-25

In the matter of: 475 DIANNE DR
OSHAWA ON L1H7A9

Between: Carol Accardi Landlord

And

Angela Pidgen Tenants
John Pidgen

Carol Accardi (the 'Landlord') applied for an order to terminate the tenancy and evict Angela Pidgen and John Pidgen (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 19, 2026.

The Landlord's Agent, Deborah Asselstine, and the Tenants 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 was still in possession of the rental unit.
3. The lawful rent is \$1,930.71. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$63.48. This amount is calculated as follows: \$1,930.71 x 12, divided by 365 days.
5. The Tenants have paid \$1,891.00 to the Landlord since the application was filed.
6. It was not disputed that the rent arrears owing to January 31, 2026 are \$3,941.71.
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 \$1,891.00 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 \$1.96 is owing to the Tenants for the period from January 2, 2026 to January 19, 2026.

Relief from Eviction

10. The Tenants are seeking to preserve the tenancy. The Tenant, Angela Pidgen ('AP'), testified that they had experienced financial hardship during the past couple of years due unforeseen circumstances which was the reason they have failed to pay his full rent in the last 6 months. AP testified that they had extensive car repair costs that led to them not paying the full rent for some months. AP said her husband suffers from ongoing medical issues, which requires her to drive him to weekly hospital medical appointments. AP said that their main source of income is from Ontario Disability Support Program ('ODSP'), Canada Pension Plan, and from her part time cleaning jobs around the neighbourhood. AP testified that they can now start making payments towards the arrears. AP proposed a payment plan of \$250.00 a month, in addition to the monthly rent. She testified that they may have more money to give to the Landlord as a lump sum in February, but she knows the \$250.00 is a set amount they can pay. AP testified the total income is approximately \$3,298.00 per month and their expenses are approximately \$626.00 a month and \$2,556.10 including rent. AP said they are in a better financial place now and they do not want to lose their home, where they have lived since 2020.
11. The Landlord's Agent, Deborah Asselstine ('DA'), opposed the request due to the substantial amount of the arrears and asked for a standard termination order, due to the Landlord experiencing financial hardship. DA testified that they filed a previous L1 application against the Tenants, but the Tenants voided the order and now the Landlord wishes to end the tenancy.
12. Having considered the evidence of the parties, I was satisfied the Tenants' proposal was reasonable given the evidence on their finances. Given the remedial purpose of the Act, I find it appropriate to grant the Tenants relief in all the circumstances.
13. While the Landlord may have experienced some financial hardship, the prejudice to the Landlord is lessened by the ongoing rent being paid, in addition to the arrears payment of \$250.00 each month. The tenancy is considered a long-term tenancy, the Tenants are on a limited income, and the Tenants should be given the opportunity to both preserve their housing and make the Landlord whole again. The Landlord is protected if there is any breach to the payment plan by filing their application within 30 days for an eviction order, without prior notice to the Tenants.
14. 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 Tenants shall pay to the Landlord \$4,127.71, for arrears of rent up to January 31, 2026, and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) From February 1, 2026 to May 1, 2027, inclusive, the amount of \$250.00 each month; and
 - b) On or before June 1, 2027, the amount of \$127.71.
3. The Tenants shall also pay to the Landlord new lawful rent on time and in full as it comes due and owing for the period March 1, 2026 to June 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. February rent to be paid on or before February 4, 2026, if not previously paid before the issuance of this order.
5. 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 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 29, 2026

Date Issued

Colette Myers

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.