



Order under Section 69 Residential Tenancies Act, 2006

Citation: Carebridge Community Support v Onraet, 2026 ONLTB 8971

Date: 2026-01-28

File Number: LTB-L-100516-25

In the matter of: 3, 282 MAUDE STREET
ALMONTE ON K0A1A0

Between: Carebridge Community Support

Landlord

And

Carrie Onraet
Dallas Yuill

Tenants

Carebridge Community Support (the 'Landlord') applied for an order to terminate the tenancy and evict Carrie Onraet and Dallas Yuill (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, Shelby Whittick, and the Tenant, Carrie Onraet, 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 \$109.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$3.58. This amount is calculated as follows: \$109.00 x 12, divided by 365 days.
5. The Tenants have paid \$298.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$422.00.
7. There is no last month's rent deposit.

Relief from Eviction:

8. 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.
9. The parties do not dispute that a payment plan has been negotiated between them and that the Tenants have been following the payment plan accordingly since June 1, 2025. The payment plan consists of the Tenants paying an additional \$40.00 per month towards the arrears along with the normal rent payment on the first of each month.
10. When asked why the Landlord brought forward the application, the Landlord's Legal Representative responded that although the Landlord still wishes to try and preserve the tenancy, they still seek a method of relief in the event the Tenants should breach the payment plan.
11. Given the parties' willingness to continue with the negotiated payment agreement already in place, I find it reasonable in the circumstances to grant relief from eviction subject to the conditions set out below which mirror the agreed upon payment plan.

The Cost of Filing The Application:

12. Per subsection 74(3) of the Act, where a landlord successfully brings an application to the Board under section 59 of the Act, the Board may order the tenant to pay the landlord's costs for filing the application (\$186.00).
13. The Tenant, however, raised the issue that since they did not breach the parties' payment plan, there was no need for the Landlord to bring the application to the Board and incur the cost of filing. The Tenants should therefore not be made to pay the fee.
14. Per sections 59 & 69 of the Act, when a tenant is in arrears, the landlord is within their rights to bring an application to the Board to claim any balance outstanding at the time of filing. However, the Act, per subsection 83(6), also requires the Board to consider whether the landlord has attempted to negotiate an agreement with the tenant for payment of the arrears before determining whether eviction should be ordered.
15. The Board's Interpretation Guideline 3: Costs states that the Board has a discretionary power to award costs to a party. Criteria for consideration includes whether an application is frivolous or if a party took unnecessary steps in a proceeding.
16. In this instance, the Tenants were in compliance with the payment plan negotiated by the parties for over six months at the time the Landlord filed the application. The Landlord also did not submit any factors that would lead them to believe that the Tenants would likely miss the next payment. Though the Landlord followed due process in bringing the application, they unnecessarily incurred the cost of filing to reinforce an agreement that showed no signs of being breached. Therefore, I find it would be unfair in the circumstances to order the Tenants to pay the Landlord's costs of filing the application.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall pay to the Landlord **\$442.00** for arrears of rent up to January 31, 2026.
3. The Tenants shall pay to the Landlord the amount set out in paragraph 2 of this order as follows:
 - i. \$40.00 (arrears) on or before the first (1st) day of each month for the period commencing February 1, 2026 to November 1, 2026; and
 - ii. \$42.00 (outstanding balance) on or before December 1, 2026.
4. The Tenants shall also pay to the Landlord new rent in full on or before the first (1st) day of each month for the period of twelve months commencing February 1, 2026 to December 1, 2026, or until all the arrears are paid, whichever comes first.
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 2 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 28, 2026

Date Issued

Fotoula Hatzantonis

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.