



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087750-25

In the matter of: 313, 2168 Tenth Line Road
ORLEANS ON K4A5M4

Between: Ironclad Properties Inc. Landlord

And

Alex Vladimir More Jimenez
Heidy Cilia Vasquez Franco Tenant
Elizabeth Jimenez De More

Ironclad Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Alex Vladimir More Jimenez, Heidy Cilia Vasquez Franco and Elizabeth Jimenez De More (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord's Agent also claimed charges related to NSF cheques.

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

The Landlord's Agent Teniola Hamzaat, the Tenant Alex Vladimir More Jimenez, and the Tenant Heidy Cilia Vasquez Franco attended the hearing. The Tenant was assisted by their Spanish Interpreter Janet Esti because the Tenant does not speak English.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,950.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$96.99. This amount is calculated as follows: \$2,950.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,950.00 to the Landlord since the application was filed.

6. The rent arrears owing to January 31, 2026, are \$8,860.00. This was undisputed at the hearing.
7. The Landlord is entitled to \$60.00 for bank fees the Landlord incurred as a result of 3 cheques given by or on behalf of the Tenant which were returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,400.00 from the Tenant 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.
10. Interest on the rent deposit, in the amount of \$54.65 is owing to the Tenant for the period from May 17, 2024, to January 15, 2026.

Relief from eviction

11. The Tenant requested relief from eviction, stating that the rent arrears arose after the Tenant became unemployed on August 16, 2025, resulting in a significant loss of household income. The Tenant testified that they now receive Employment Insurance benefits, that there was a temporary interruption in those benefits due to an administrative error, and that they are taking steps to stabilize their finances. The Tenant resides in the rental unit with two minor children and testified that the unit is close to the children's school and that relocating would cause significant hardship.
12. The Tenant acknowledged the rent arrears and proposed a structured repayment plan, consisting of payment of the full lawful monthly rent on the 1st day of each month, together with additional monthly payments toward the arrears on the 15th day of each month over an 18-month period. The Tenant testified that this plan is affordable based on their current income and that they intend to increase payments if their employment circumstances improve.
13. The Landlord opposed the request for relief, submitting that multiple prior repayment arrangements had been attempted and not maintained, and expressing concern about the Tenant's ability to comply with another payment plan. The Landlord sought a standard order terminating the tenancy to prevent further accumulation of arrears.
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. I am satisfied that the Tenant has presented a clear, time-limited, and measurable proposal to address both the ongoing rent and the accumulated arrears. I also considered the presence of two minor children in the household and the hardship that eviction would cause. Prejudice to the Landlord is reduced because the Landlord can apply to the Board to terminate the tenancy in the event of a breach of a condition of this order.

It is ordered that:

1. The Tenant shall pay to the Landlord \$9,106.00 for arrears of rent up to January 31, 2025. This amount includes \$60.00 for the Landlord's bank fees, and the \$186.00 cost for filing this application.
2. The Tenant shall pay to the Landlord the lawful monthly rent of \$2,950.00 for the rental period of February 2026, on or before February 20, 2026.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
March 15, 2026	\$500.00
April 15, 2026	\$500.00
May 15, 2026	\$500.00
June 15, 2026	\$500.00
July 15, 2026	\$500.00
August 15, 2026	\$500.00
September 15, 2026	\$500.00
October 15, 2026	\$500.00
November 15, 2026	\$500.00
December 15, 2026	\$500.00
January 15, 2027	\$500.00
February 15, 2027	\$500.00
March 15, 2027	\$500.00
April 15, 2027	\$500.00
May 15, 2027	\$500.00
June 15, 2027	\$500.00
July 15, 2027	\$500.00
August 15, 2027	\$606.00

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 March 1, 2025, to August 1, 2027, or until the arrears are paid in full, whichever date is earliest.

5. Section 78 of the Residential Tenancies Act, 2006, S.O. 2006, c.17 applies to this Order. If the Tenant fails to make any of the payments in accordance with paragraphs 2, 3, and 4 of this order, the Landlord may apply at no cost, and without notice to the Tenant, for an order to terminate the tenancy and evict the Tenant. The Landlord must make this application within 30 days of a breach of a condition set out in this Order.

February 6, 2026

Date Issued

Kyle Anderson

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.