



Order under Section 69 Residential Tenancies Act, 2006

Citation: Queenston Road Holdings Inc v Johnston, 2026 ONLTB 11913

Date: 2026-02-09

File Number: LTB-L-093762-25

In the matter of: 1409, 870 QUEENSTON RD
STONEY CREEK ON L8G0B9

Between: Queenston Road Holdings Inc Landlord

And

Gerry Johnston
Victoria Vale Tenants

Queenston Road Holdings Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Gerry Johnston and Victoria Vale (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 28, 2026.

The Landlord's Legal Representative, Frannie Simms, and the Tenants, Gerry Johnston and Victoria Vale, attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,525.00. It is due on the 1st day of each month.
4. The Tenants have paid \$7,029.00 to the Landlord since the application was filed.
5. The rent arrears alleged by the Landlord to be owing to January 31, 2026 are \$3,958.00. The Tenants disagreed with the amount of arrears.
6. The Tenants submitted that they do not owe the Landlord the arrears as claimed on the N4. The Landlord served the N4 on October 14, 2025 and the notice alleges that the Tenants owed the Landlord \$1,979.00 for August 2025 and \$1,979.00 for September 2025.

7. There is no dispute that the Tenants have paid the monthly rent in full for the months of October 2025 to January 2026 or that the Tenants paid the Landlord \$2,525.00 on July 22, 2025.
8. The tenancy commenced on August 1, 2025.
9. The Tenants argues that the \$2,525.00 payment was for the first month's rent (i.e., August 2025) and that the Landlord's former employee promised to compensate the Tenants one month's rent for September 2025 due to the Tenants' move-in being delayed three days for elevator issues.
10. The Landlord's Legal Representative submits that there was no compensation promised to the Tenants and that the \$2,525.00 payment was for the last month's rent deposit.
11. The Landlord's Legal Representative submitted into evidence the executed tenancy agreement (DOC-7245434) which states that the Tenants will pay a rent deposit of \$2,525.00. The tenancy agreement was signed by the Tenants electronically on September 10, 2025.
12. Based on the evidence before the Board, I find it more likely than not that the Landlord's accounting is accurate.
13. The tenancy agreement signed by the Tenants visibly indicate that there would be a last month's rent deposit in the amount of \$2,525.00. The email sent to the Tenants on July 23, 2025 asked the Tenants to pay the first month's rent. There is no evidence before the Board that the Tenant designated the \$2,525.00 payment to be for the first month's rent or that Tenant contested the allocation of the \$2,525.00 payment to be the last month's rent deposit before or after the tenancy agreement was signed.
14. On an application to the Board, the person who alleges a particular event occurred has the burden of proof to establish that it is more likely than not that their version of events is true. With regards to the one-month compensation, the burden falls on the Tenants to establish that the Landlord undertook to compensate the Tenants one month's rent. The Tenants provide no documentary evidence to substantiate that the Landlord's former employee promised them any compensation. I find it unlikely that the Landlord would compensate the Tenants a full month's rent for a delay, if true, of three days.
15. Even if I accept the Tenants' evidence that they did not find it odd that the Landlord did not withdraw September's rent because they were expecting it to be compensated, I would have expected the Tenants to question the Landlord about the alleged compensation after receiving the N4 in October 2025. There was no evidence before the Board that the Tenant inquired about the status of the compensation or contested the arrears after receiving the N4.
16. As such, I am not persuaded by the Tenants' submissions and I find the arrears to be \$3,958.00 to January 31, 2026.

17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. Accordingly, the total amount the Tenants owe the Landlord is \$4,144.00.

Section 83 Considerations

19. 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.
20. In the event I agreed with the Landlord's claim for arrears, the Tenants sought an opportunity to preserve the tenancy and proposed paying the Landlord the monthly rent on time and in full and \$200.00 towards the arrears until the arrears are paid in full.
21. The Landlord's Legal Representative requested a standard eviction order submitting that the Landlord depends on the rent payments to cover operating expenses.
22. Given that the Tenants have paid their rent from October 2025 to January 2026 and that there is a school-aged child in the rental unit, I find it reasonable to grant the Tenants an opportunity to preserve the tenancy. The Landlord is a corporate landlord and I am not convinced that a payment plan will unduly prejudice the Landlord. Prejudice to the Landlord is alleviated through the Landlord's ability to apply to terminate the tenancy under section 78 of the Act if the order is breached.
23. However, I do find that the Tenants can afford to pay the Landlord more than \$200.00 a month towards the arrears. Based on the Tenants' evidence at the hearing, the Tenants' take-home household income is approximately \$5,500.00 and their expenses are approximately \$4,729.00. While I do not expect the Tenants to give all of their disposable income of \$771.00 to the Landlord, I find that the Tenant should be able to afford \$400.00 a month towards the arrears while giving them some flexibility with unexpected expenses.

It is ordered that:

1. The Tenants shall pay to the Landlord \$4,144.00 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. \$400.00 on or before March 1, 2026
 - b. \$400.00 on or before April 1, 2026

- c. \$400.00 on or before May 1, 2026
 - d. \$400.00 on or before June 1, 2026
 - e. \$400.00 on or before July 1, 2026
 - f. \$400.00 on or before August 1, 2026
 - g. \$400.00 on or before September 1, 2026
 - h. \$400.00 on or before October 1, 2026
 - i. \$400.00 on or before November 1, 2026
 - j. \$400.00 on or before December 1, 2026
 - k. \$144.00 on or before January 1, 2027
3. If the Tenants have not done so, the Tenants shall also pay to the Landlord the monthly rent for February 2026 in full by February 14, 2026.
4. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period March 1, 2026 to January 1, 2027, or until the arrears are paid in full, whichever date is earliest.
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.

February 9, 2026

Date Issued

Vicky Liu

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.