



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

File Number: LTB-L-092861-25

In the matter of: 11, 145 ELINOR AVE
SCARBOROUGH ON M1R3H5

Between: PRINCETON MANOR INC. Landlord

And

RICHARD BARNES Tenant
JOSHUA BARNES

PRINCETON MANOR INC. (the 'Landlord') applied for an order to terminate the tenancy and evict RICHARD BARNES and JOSHUA BARNES (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 2, 2026.

The Landlord's Legal Representative Emily Barbati, the Tenant's Legal Representative Joyce Dason, and the Tenant Richard Barnes attended the hearing.

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 \$1,748.10. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$57.47. This amount is calculated as follows: \$1,748.10 x 12, divided by 365 days.
5. The Tenant has paid \$6,118.35 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$1,821.51.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. Ms. Barbati testified that the current outstanding arrears consists of February's rent and a small outstanding rent increase amount.
9. The Landlord's evidence establishes that the total arrears as of the hearing date is \$2,007.51.
10. The Tenants did not dispute that February rent had not yet been received by the Landlord. Ms. Dason stated she has record payment has been issued and was in the mail.
11. Ms. Dason and Mr. Barnes raised concerns that the small discrepancies in the original related to November payment was attributed to 3rd party delays (ODSP and the Public Guardian and Trustee). They have communicated these concerns with the Landlord and the 3rd party services involving payors.
12. Lastly, Ms. Dason raised the issues about costs of filing the application. I explained to her that the Landlord is entitled to being an application where rent is owing. Even where the arrears are later reduced or paid, the filing fee remains payable unless the application is withdrawn, or the Landlord chooses not to collect that cost.
13. I requested submissions on eviction. The Landlord requested that the Board consider an eviction with an extension to February 15, 2026. The Tenant's main concern seemed to be the costs of \$186.00 rather than the actual eviction. It appears the Tenants seem to agree that the outstanding arrears before the filing fee would be paid as early as February 6, 2026, but before February 15, 2026.
14. I find the arrears at issue represents less than one month's rent. The evidence presented that rent is paid through ODSP and the PGT and that delays appear to arise from the administrative process rather than from the Tenants' wilful or non-payment.
15. Given all the circumstances, I am satisfied that a conditional order with a section 78 clause is appropriate. A payment plan allows the Tenants time to regularize payments with the third parties while protecting the Landlord's interests. Section 78 allows the Landlord to seek eviction if the Tenants fail to comply with the terms of this order. I would encourage the Landlord and the Tenants to keep open communication with one another, particularly regarding the third-party payments, as this may avoid further applications.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,007.51 for arrears of rent up to February 28, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Amount of Payment
March 31, 2026	\$2,007.51

3. 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 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails 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 Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, 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 Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after date arrears run to.

February 9, 2026
Date Issued

Anthony Bruno
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.