



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

File Number: LTB-L-068460-25

In the matter of: 2, 302 MAPLE AVE
OAKVILLE ON L6J2H7

Between: Major Oak Custom Homes Inc Landlord

And

Olga Kletsy Tenant
Mila Kletsy

Major Oak Custom Homes Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Olga Kletsy and Mila Kletsy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 12, 2026.

The Landlord's Agents, Julia Worth and Garry Worth, and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant 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 Tenant were still in possession of the rental unit.
3. The lawful rent is \$2,392.00. It is due on the 1st day of each month.
4. The Tenant has paid \$12,329.00 to the Landlord since the application was filed.
5. The rent arrears owing to January 31, 2026 are \$289.11, which is agreed by the parties.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. The Tenant argued that the filing fee should be waived as they do not believe they should have to pay it.
8. The Landlord's position is that the Tenant should be responsible to pay the filing fee.
9. I find that the Tenant is responsible for the filing fee given there are still arrears outstanding, and the Landlord was required to file the application to compel payment for the arrears.
10. It is the LTB's normal practice to award the landlord its costs of filing an application for arrears of rent in any situation where the tenant was in arrears as of the date the application was filed. This practice is informed by the Residential Tenancies Act, 2006 (the 'Act'), the LTB's Rules of Procedure and the Interpretation Guidelines.
11. Subsection 204(2) of the Act states, "The Board may order a party to an application to pay the costs of another party." This provision provides the Board discretionary power to order a party to pay costs.
12. However, in the context of an application for arrears of rent, subsection 74(2) is instructive. This provision says that if a tenant pays all of the rent owing and the landlord's application fee, then an arrears application is "discontinued". This provision supports the conclusion that it is the normal expectation that in arrears situations a tenant will be required to reimburse the landlord its cost of filing the application.
13. The Board's Interpretation Guideline #3 entitled "Costs" states: "In most cases, the only costs allowed will be the application fee. This should be ordered if the applicant is successful in obtaining an order which allows the relief they asked for in the application, or substantially all of that relief."
14. Similarly, Rule 23.1 of the Board's Rules of Practice states, "If the applicant is successful, the LTB may order the respondent to pay the application fee to the applicant as 'costs'".
15. Given the above, it appears that the Board is expected to award a landlord its costs of filing a non-payment of rent application where the tenant is found to be in arrears as of the date the application was filed. The parties did not dispute that this is the situation in the case before me. The Tenant did not present any evidence or submissions that would lead me to decline to exercise my discretion with respect to costs. Therefore, the Tenant is ordered to pay the \$186.00 application fee the Landlord incurred.
16. Accordingly, the total amount the Tenant owes the Landlord is \$475.11
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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, as the Tenants have made substantial payments

towards the arrears and I am satisfied that allowing the Tenants 3 months to pay the remaining balance causes no prejudice to the Landlord given the amount outstanding.

18. The Tenants indicated that they would be raising their section 82 issues on another file that they have with the Landlord. The Tenants sought a 3-month payment plan to resolve the arrears as they have already made substantial payments towards the arrears.
19. The Landlord's Agents were not agreeable with the Tenants' payment plan and asked that the arrears to be paid in full on or before February 28, 2026.
20. In light of the relatively low amount of arrears owing and the substantial payments the Tenants have made since the application was filed, I find a payment plan is appropriate in the circumstances.

It is ordered that:

1. The Tenant shall pay to the Landlord \$475.11 for arrears of rent up to January 31, 2026 including costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) Payments in the amount of \$158.37 on or before the last day of each month commencing February 28, 2026 until April 30, 2026.
3. The Tenant shall pay new rent that becomes due for the months of March 2026 and April 2026 in full and on time.
4. February 2026 rent, if not paid in full by the Tenant from the date of this order, must be paid on or before February 28, 2026.
5. 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 January 31, 2026.

February 13, 2026
Date Issued

Samantha Greaves
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.