Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Homestead Land Holdings Limited v Fraser, 2026 ONLTB 13328
Date: 2026-02-09
File Number: LTB-L-078782-25-RV

In the matter of: 1706, 175 SHAUGHNESSY BLVD
NORTH YORK ON M2J1K1

Between: Homestead Land Holdings Limited — Landlord

And

Petrina Fraser — Tenant

Review Order

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Petrina Fraser (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was resolved by order LTB-L-078782-25 issued on January 5, 2026.

On January 15, 2026 the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 19, 2026 interim order LTB-L-078782-25-RV-IN was issued, staying the order issued on January 5, 2026.

This request to review was heard by videoconference on February 5, 2026.

The Landlord’s legal representative, Ashleigh Searles (‘AS’), the Tenant, the Tenant’s support person, Eyob Lepisa, and the Tenant’s legal representative, Rebecca Ward (‘RW’), attended the hearing.

Determinations:

Request to Review

1. The request to review is granted on consent of the parties. As a result, order LTB-L-078782-25 issued on January 5, 2026 was cancelled, and a new hearing was held to consider the merits of the original application.

Merits of the Original Application

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is $1,828.22. It is due on the 1st day of each month.
5. The Tenant has paid $2,872.00 to the Landlord since the application was filed.
6. The parties agreed that the rent arrears owing to February 28, 2026 are $11,521.23.
7. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.
8. Accordingly, the total amount the Tenant owes the Landlord is $11,707.23.
9. AS said that she engaged in resolution discussions with the Tenant at the original hearing, and the parties reached an agreed payment plan at that time. She also said she has been in regular communication with RW since RW was retained by the Tenant, and that their communications included discussion about a potential payment plan.
10. The Tenant presented cogent evidence about her circumstances, and I accept that evidence, described below.
11. The Tenant has lived in the residential complex for 16 years, and has lived in the rental unit for 11 years. She lives in the rental unit with her adult son and daughter, and her 22-month-old grandson.
12. The Tenant said that the rent arrears have arisen due to a confluence of factors. He mother passed away, and the Tenant had to pay some outstanding expenses relative to her mother's estate. The Tenant said these expenses were fully paid off in December 2025.
13. The Tenant operates a boutique manufacturing business making napkins and accessories for events. She explained that this business has recently been deeply impacted by the imposition of tariffs. She said that most of her products

are shipped internationally, and the costs to do so have increased. The Tenant's evidence was that she now earns approximately $1,200.00 per month from this business.

14. The Tenant also earns income from cleaning AirBnb units for hosts, checking guests in, and refilling/restocking the units. She said she has also begun assisting AirBnb hosts with booking units.

15. The Tenant's income relative to her AirBnb business was significantly impacted in May 2025 when her family's only vehicle died. The family now has another car, and the Tenant said that her monthly income from this business ranges from $1,500.00-$2,200.00.

16. The Tenant's daughter receives Ontario Works benefits, and the child tax benefit, totaling approximately $1,800.00 per month. The Tenant's son earns income from DoorDash, and the Tenant said his average monthly income from this work is approximately $1,500.00.

17. Together, the Tenant and her adult children earn approximately $6,000.00 per month. This amount does not include other income that the Tenant will receive at certain times of the year, such as a GST rebate.

18. According to the Tenant's evidence, the monthly expenses of the household, including the rent, are approximately $5,051.22. This leaves a monthly surplus of about $948.78.

19. In describing the impact of a potential eviction, the Tenant's evidence focused on the familiar community around the unit, and the proximate location of the family's medical professionals and other services and programs used by the family. She also explained that the central location of the unit makes it easy to walk to these places, and for the Tenant to reach her AirBnb jobs by public transit when her son is using the car.

20. The Tenant proposed a payment plan whereby she would be required to pay the monthly rent in full and on time by the first day of each month beginning in March 2026, and would be required to make specified payments by the last day of each month, resulting in the rent arrears being fully paid by July 31, 2027, if the payment plan is fulfilled.

21. AS opposed implementation of a payment plan, and described the accumulation of significant rent arrears followed by repayment as a pattern in recent years, resulting in a total of four applications about rent arrears that the Landlord has brought since 2022. A review of the LTB's records confirms that this is accurate. In the three previous applications, two payment plans were implemented, and the other application was discontinued.

22. I share AS's concern about the Tenant's recent pattern of accumulating significant rent arrears before paying them down. I find that on the facts of this case, it would not be unfair to grant relief from eviction in consideration of the

length of the tenancy, the household income rendering the proposed payment plan viable, and the impact that eviction would have on the Tenant. It is important, however, that the recent cycle of accumulating significant rental arrears and then paying them off ceases moving forward. Whether the Tenant can meet the obligations of her tenancy agreement consistently – including paying the rent in full and on time – is an important consideration when determining if a tenancy is viable, and whether relief from eviction should be granted.

23. 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.

It is ordered that:

1. The request to review order LTB-L-078782-25 issued on January 5, 2026 is granted.
2. Order LTB-L-078782-25 issued on January 5, 2026 is cancelled and replaced by the following:
3. The Tenant shall pay to the Landlord $11,707.23 for arrears of rent up to February 28, 2026 and costs.
4. 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
February 28, 2026	$500.00 (costs and arrears)
March 31, 2026	$200.00 (arrears)
April 30, 2026	$1,000.00 (arrears)
May 31, 2026	$650.00 (arrears)
June 30, 2026	$650.00 (arrears)
July 31, 2026	$1,200.00 (arrears)
August 31, 2026	$650.00 (arrears)
September 30, 2026	$650.00 (arrears)

October 31, 2026	$650.00 (arrears)
November 30, 2026	$650.00 (arrears)
December 31, 2026	$650.00 (arrears)
January 31, 2027	$650.00 (arrears)
February 28, 2027	$650.00 (arrears)
March 31, 2027	$650.00 (arrears)
April 30, 2027	$650.00 (arrears)
May 31, 2027	$650.00 (arrears)
June 30, 2027	$650.00 (arrears)
July 31, 2027	$357.23 (arrears)

5. 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, 2026 to July 31, 2027, or until the arrears are paid in full, whichever date is earliest.

6. 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 4 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 February 28, 2026.

February 9, 2026
Date Issued

Mark Melchers
Member, Landlord and Tenant Board

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