



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

File Number: LTB-L-090045-25

In the matter of: 207 DIANA DR
ORILLIA ON L3V8J8

Between: Merryl George Landlord

And

FREDERICK LAPLANTE Tenant
NATALEE MILLER
CARRESSA MILLER
CHLOE PAYNE

Merryl George (the 'Landlord') applied for an order to terminate the tenancy and evict FREDERICK LAPLANTE, NATALEE MILLER, CARRESSA MILLER and CHLOE PAYNE (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 and only one Tenant, Natalee Miller 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
4. The rent arrears owing to January 31, 2026 are \$8,690.00.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenant owes the Landlord is \$8,876.00

1. 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. These conditions are being made through my discretion and based on the evidence provided to me by both parties, and I am satisfied that the payment plan being offered is not unreasonable.
7. The Tenant proposed a payment plan, according to which they would pay \$2,000.00 every 2 weeks toward the arrears in addition to ongoing rent, which would be paid in full and on time. The Tenant proposed that the payment plan could start on January 23, 2026, and they would pay February's rent in full on February 1, 2026.
8. The Landlord was not agreeable to the Tenant's proposed payment plan and submitted that the Landlord has been trying to work with the Tenant since October 2025 to resolve the arrears and all attempts have been ignored by the Tenant. The Landlord testified that if the Tenant fails to adhere to their proposed payment plan, the Landlord will not be able to afford the expenses for the property as she has her own expenses and a credit card balance of \$22,000.00.
9. Due to the date of the order is being issued, the Tenant will be provided additional time to start the payment plan, so they have notice of the earliest payments due.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,876.00 for arrears of rent up to January 31, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
February 20, 2026	\$2,000.00
March 6, 2026	\$2,000.00
March 20, 2026	\$2,000.00
April 3, 2026	\$2,000.00
April 17, 2026	\$876.00

3. If the Tenant has not already done so, the Tenant shall pay the Landlord the rent for February 2026 on or before February 28, 2026.

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, 2026, to April 1, 2026, or until the arrears are paid in full, whichever date is earliest.
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 11, 2026

Date Issued

Samantha Greaves

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.