



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

File Number: LTB-L-104374-25

In the matter of: 4, 451 FIRST AVENUE WEST
NORTH BAY ON P1B3C5

Between: Mike Boyle Landlord

And

Shawna Diane Bourton Tenant

Mike Boyle (the 'Landlord') applied for an order to terminate the tenancy and evict Shawna Diane Bourton (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 10, 2026.

The Landlord and the Tenant 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 \$1,450.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$47.67. This amount is calculated as follows: \$1,450.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$4,670.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,450.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

9. Interest on the rent deposit, in the amount of \$20.11 is owing to the Tenant for the period from June 15, 2025 to February 10, 2026.

Relief from eviction

10. The Landlord requested a standard 11-day eviction order, submitting that the Tenant has made no payments since the application was filed and that, since the commencement of the tenancy, rent has frequently been paid late or not at all.
11. The Tenant testified that the arrears arose following a personal relationship breakdown. She permitted a former friend to move into the rental unit to assist with rent; however, she stated that the situation became unsafe and she was subsequently robbed by that individual.
12. The Tenant is 46 years old and employed full-time as a front desk agent at a hotel. She acknowledged her obligation to pay the rent and testified that she wishes to preserve her tenancy. The Tenant proposed a repayment plan consisting of a lump sum payment of \$3,000.00 on or before February 27, 2026, followed by bi-weekly payments of \$450.00 until the arrears are paid in full, in addition to paying the ongoing monthly rent as it becomes due.
13. The Tenant testified that her monthly income is approximately \$3,500.00 and that her monthly expenses total approximately \$2,020.00, inclusive of rent, utilities, groceries, telecommunications, and transportation. She stated that she is able to make the proposed lump sum payment through proceeds from the sale of personal jewelry together with her employment income.
14. I have considered the evidence and submissions of the parties. Although the Landlord seeks a standard 11-day eviction order based on ongoing arrears and a history of late or missed payments, the Tenant provided an explanation for the arrears and proposed a structured repayment plan.
15. The Tenant testified regarding her employment and monthly income; however, she did not provide documentary evidence to substantiate her employment or earnings. Notwithstanding the absence of supporting documentation, the Tenant provided detailed evidence of her income, expenses, and the source of funds for the proposed lump sum payment and I find the Tenant to be genuine in her intentions to repay the arrears and preserve her tenancy.
16. In weighing the parties' respective prejudice, I find that denying the Tenant an opportunity to implement the proposed repayment plan would result in significant prejudice to the Tenant, including the loss of her housing. By contrast, any prejudice to the Landlord is mitigated by the structured nature of the repayment plan, which provides for a substantial lump sum payment followed by consistent bi-weekly payments in addition to ongoing rent. The Landlord's interests are further protected by the inclusion of strict compliance terms in the order, whereas if the Tenant fails to comply with the payment plan, the Landlord will have legal recourse.
17. Although the Tenant did not provide documentary proof of income, based on the evidence before me I am satisfied that the proposed repayment plan is reasonable and appears

feasible. The plan represents a meaningful effort to address the arrears within a defined timeframe while maintaining current rent obligations.

18. 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 Tenant shall pay to the Landlord **\$4,871.00** 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
February 27, 2026	\$3,000.00 (arrears and costs)
March 13, 2026	\$450.00 (arrears)
March 27, 2026	\$450.00 (arrears)
April 10, 2026	\$450.00 (arrears)
April 24, 2026	\$521.00 (arrears)

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 1, 2026** to **April 30, 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 **February 28, 2026**.

February 17, 2026
Date Issued

Christina Philp
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.