



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

File Number: LTB-L-101622-25

In the matter of: 86 EDINBURGH RD S
GUELPH ON N1H5P4

Between: Myra Buzbuzian Landlord

And

Jeanette Fitzpatrick Tenant

Myra Buzbuzian (the 'Landlord') applied for an order to terminate the tenancy and evict Jeanette Fitzpatrick (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's legal representative W. Gerald Punnett, Landlord's agent Richard Rozyle, 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). 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 was still in possession of the rental unit.
3. The lawful rent is \$752.48. It is due on the 1st day of each month.
4. The rent arrears owing to February 28, 2026 are \$3,715.99.
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 \$3,901.99.
7. The parties have previously appeared before the Board in file SOT-12870-20, resulting in an order issued on April 5, 2022. That order required the Landlord to pay the Tenant \$2,328.35, with interest accruing at 2% per annum from

May 1, 2022 if the amount was not paid. The Landlord requested a review of the decision, which was denied on December 20, 2022. The Landlord then appealed the order to the Divisional Court, that appeal was dismissed on August 1, 2025. The parties agree that, to date, the Landlord has not paid the amount ordered.

8. The Tenant seeks to set off the amount owed under the April 5, 2022 order against the arrears claimed in this application. The Landlord objected, stating that they did not receive notice of the Tenant's intention to request a setoff.

9. In *Marineland of Canada Inc. v Olsen*, [2011 ONSC 6522](#), the Divisional Court found at paragraph 7:

"...The Board was being asked to award compensation to the tenants for amounts that the landlord improperly retained. While the tenants were entitled to \$3,000.00 in compensation because of the N13 Notice, the landlord was owed more than \$3,000.00 by them at the time of their application. The amount owing for arrears of rent should have been taken into consideration in determining the amount of compensation owing. Had that been done, the Board would have had to conclude that the tenants were owed nothing in compensation at the time of the application because of the set-off."

10. I find it appropriate to apply the reasoning of the Divisional Court in *Marineland* and conclude that any amount owed by one party must be set off against the amount awarded to the other. The Landlord was fully aware that they had not paid the Tenant the sum previously ordered. In these circumstances, it would be inappropriate not to apply a setoff in this matter.

11. The amount of \$2,504.66, which is the amount ordered in SOT-12870-20 inclusive of interest shall be credited to the arrears. As a result, the remaining arrears owing to February 28, 2026 and application filing fee is \$1,397.33. This amount must be paid by the Tenant to the Landlord.

Relief from eviction

12. The Tenant testified that she is currently seeking employment and is confident she can re-pay the remaining balance over three months. The Landlord doesn't believe the Tenant will make payments if ordered due to her past conduct in the rental unit.

13. 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. I find this to be appropriate given the quantum of arrears and Tenant's commitment to paying the arrears in full. I do not find a three-month payment plan will severely prejudice the Landlord.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,397.33 for arrears of rent up to February 28, 2026 and costs. This amount has taken into account the Landlord's obligation to pay \$2,504.66 to the Tenant from the order in SOT-12870-20 issued April 5, 2022.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$465.78 on or before March 15, 2026;
 - \$465.78 on or before April 15, 2026; and
 - \$465.77 on or before May 15, 2026.
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 to May 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

Brett Lockwood
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.