



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

File Number: LTB-L-102419-25

In the matter of: Basement, 148 PARCELLS CRES
PETERBOROUGH ON K9K2P2

Between: Gary Guthrie Landlord

And

Stacey Lashmar Tenant

Gary Guthrie (the 'Landlord') applied for an order to terminate the tenancy and evict Stacey Lashmar (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 11, 2026.

The Landlord and the Tenant's spouse, Katlyn Robitaille, attended the hearing. The Landlord was represented at the hearing by Kelly Hawkes. The Tenant was represented by Britney-Rose Ward.

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 \$1,435.00. It is due on the 1st day of each month.
4. The Tenant has paid \$4,305.00 to the Landlord since the application was filed.
5. The rent arrears owing to February 28, 2026, are \$5,740.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$5,926.00

Relief from Eviction

8. The Tenant does dispute the amount of rent arrears. The issue before the Board is whether it is appropriate to grant relief from eviction pursuant to s.83 of the *Residential Tenancies Act 2006*, (the 'Act')
9. The Tenant acknowledged that, in July 2025, she communicated concerns about maintenance issues, including mold inspection and HVAC cleaning. The Tenant stated that she withheld her rent in attempt to have maintenance concerns addressed.
10. The Tenant is a single parent with three young children, aged ten, five, and three. She has resided in the unit for approximately six to seven years. Her income consists of Ontario Works benefits, Canada Child Benefit payments, GST credits, and a part-time newspaper route income.
11. The Tenant proposed to repay the arrears over ten months in addition to paying ongoing rent. During the hearing, she further testified that she has approximately \$2,500.00 in savings and offered to pay an additional lump sum of \$1,435.00 toward the arrears as a demonstration of good faith and to reduce the repayment period.
12. The Landlord's spouse testified that the property operates at a financial deficit and that the Tenant's rent does not fully cover the property's estimated monthly expenses of approximately \$3,000.00, including mortgage, property taxes, and utilities. She further testified that the Landlord has used personal funds and income from other properties to maintain the property.
13. The Landlord further submits the Tenant's decision to withhold rent is deliberate and contrary to Act. As such, the Landlord opposes the Tenant's proposed payment plan.

Analysis

14. The Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort. (see *Toronto Community Housing Corp. v. Thompson*, [2003] O.R.H.T.D. No. 145 and *Langford v. Phipps*, [1992] O.J. No. 4184 (Ont. Gen. Div.).)
15. In other words, eviction should only be ordered if it is not possible to bring a tenancy back into good standing. Where that is possible, it should be done rather than terminating the tenancy.
16. I agree with the Landlord that the Tenant was not entitled to withhold her rent due to maintenance concerns in the unit, however, that does not negate the fact that eviction is a remedy of last resort.
17. While the arrears are substantial, I find the Tenant's payment plan to be realistic and not unduly lengthy based on her income and expenses.

18. Moreover, I find the Landlord's motives for eviction to be related to their acrimonious relationship with the Tenant and the fact that the rental property is unprofitable. Neither of those circumstances are such that warrant evicting the Tenant.
19. I have considered all of the disclosed circumstances 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 \$5,926.00 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	Payment Amount
March 1, 2026	\$1435.00
The 1 st day of each month beginning April 1, 2026, and ending September 1, 2026	\$641.00
October 1, 2026	\$645.00

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 October 31, 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 20, 2026
Date Issued

 Bryan Delorenzi
 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.