



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-085362-25

In the matter of: 217, 160 COCKBURN ST
CAMPBELLFORD ON K0L1L0

Between: Picton Campbellford Properties Inc. Landlord

And

Tracy Nicole Michaelson Tenants
Joseph Albert Cigan
Karolina Eisnor

Picton Campbellford Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tracy Nicole Michaelson, Joseph Albert Cigan and Karolina Eisnor (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 5, 2026.

The Landlord's legal representative, Sabrina Marchionne and the Tenant, Tracy Nicole Michaelson on behalf of all Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,695.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.73. This amount is calculated as follows: \$1,695.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$8,475.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,695.00 from the Tenants 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 \$18.24 is owing to the Tenants for the period from July 3, 2025 to January 5, 2026.

Relief from eviction

10. At the hearing, the Landlord's legal representative sought a standard 11-day eviction order. The representative submitted that the tenancy commenced in July 2025 and that the Tenant fell into arrears within two months of the tenancy beginning. It was further submitted that no payments have been made toward either the arrears or the ongoing monthly rent since the application was filed.
11. The Tenant did not dispute the amount of arrears claimed. She testified that at the commencement of the tenancy, her partner was in receipt of financial assistance through Ontario Works, but that those benefits were subsequently discontinued. The Tenant further testified that she lost her employment as a private home care provider. She advised that both she and her partner have since secured full-time employment, with their positions expected to commence within the next few weeks.
12. The Tenant requested an opportunity to preserve the tenancy through a payment arrangement. She proposed to pay the lawful monthly rent as it becomes due and, in addition, to make payments of \$1,200.00 on the 20th day of each month commencing January 20, 2026, until the arrears are paid in full.
13. The Tenant testified that the household's monthly income is approximately \$6,856.00, derived from both parties' full-time employment and her partner's Canada Child Benefit. She stated that her partner is employed as a framer and that she has secured a new full-time client providing home care services. Although the Tenant indicated that documentary proof of employment and income could be provided, no such evidence was tendered at the hearing.
14. The Tenant testified that the household's monthly expenses total approximately \$2,285.00, which includes the monthly rent, groceries (with some assistance from a food bank), and tenant insurance.
15. I have considered the evidence and submissions of the parties. While the Landlord is entitled to the timely payment of rent and has experienced prejudice as a result of the accumulation of arrears and the absence of payments since the application was filed, I am satisfied that the Tenant's arrears arose in the context of a sudden loss of income due to the termination of social assistance and employment. The Tenant did not dispute the arrears and presented a prospective plan to address them.
16. The Landlord's prejudice consists of the continued delay in receiving rental income and the risk of further default. However, this prejudice can be mitigated by a structured payment plan that requires strict compliance and provides the Landlord with the ability to enforce

the order in the event of breach. In contrast, the prejudice to the Tenant if an eviction order were to issue would be significant, including the loss of housing and the disruption associated with securing alternative accommodation, particularly at a time when the Tenant asserts that stable employment is imminent.

17. Although the Tenant did not provide documentary confirmation of her new employment or income at the hearing, I find the Tenant to be sincere and genuine in her desire to salvage the tenancy and her proposed payment plan is proportionate to the stated household income and expenses which reflects a meaningful effort to remedy the arrears within a reasonable period of time.
18. In the circumstances, I find that it is appropriate to exercise discretion to grant the Tenant an opportunity to preserve the tenancy. The Tenant shall pay the lawful monthly rent as it becomes due and, in addition, shall pay \$1,200.00 on the 20th day of each month commencing January 20, 2026, toward the arrears until paid in full. Should the Tenant fail to strictly comply with this payment schedule, the Landlord may seek enforcement in accordance with the Act without further notice.
19. 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 Tenants shall pay to the Landlord **\$8,661.00** 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:
 - a) \$1,200.00 each month from **January 20, 2026** to **July 20, 2026**, on or before the 20th day of each corresponding month; and
 - b) \$261.00 on or before August 20, 2026
3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period **February 1, 2026**, to **August 31, 2026**, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, 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 Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after **January 31, 2026**.

February 18, 2026

Date Issued

Christina Philp

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.