



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2165507 Ontario Inc. v Fitzgerald, 2026 ONLTB 15958

Date: 2026-02-24

File Number: LTB-L-103662-25

In the matter of: 4, 169 Wentworth Street North
Hamilton ON L8L5V6

Between: 2165507 Ontario Inc. Landlord

And

Ashley Fitzgerald Tenant

2165507 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Fitzgerald (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 17, 2026. The Landlord's Representative, Kira Passell, 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 \$1,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
5. The Tenant has paid \$170.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026, are \$6,730.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

9. 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. The Landlord seeks a termination date in 30 days.
10. The Tenant is 24 years old. She lives alone in the rental unit. She has not been working. In February 2025, she was hit by a car and the resulting injuries have caused physical limitations which has impact her ability to maintain a job. The parties had agreed to a payment plan; however, the job the Tenant had lined up fell through. So, she did not comply with the payment plan she had previously agreed to. However, the Tenant is scheduled to start another job this week. She is requesting a repayment plan.
11. The Landlord objects to the payment plan because it is modest and would take nearly two years to make the Landlord whole. Further, the Tenant's tenancy only began in August 2025. However, I note she was a Tenant under a different tenancy prior to this, but did live in the rental unit. At the hearing, I conducted a close examination of the Tenant's monthly income and expenses. Based on this discussion, I am satisfied that the Tenant can pay the monthly rent while also paying off the outstanding arrears within a reasonable amount of time.
12. When considering the physical challenges the Tenant faces, which are through no fault of her own, I find the prejudice to the Tenant outweighs the prejudice to the Landlord despite the length of term of the repayment plan and the prior payment plan agreement. A payment plan gives the Tenant an opportunity to preserve her tenancy while also limiting further prejudice to the Landlord because if the Tenant fails to make her payments, the Landlord may file an ex-parte application with the Board.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6,916.00 for arrears of rent up to February 28, 2026, and costs.
2. The Tenant shall pay the lawful monthly rent for the month of March 2026 on or before March 15, 2026.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date payment is to be made on or before	Amount to be paid towards arrears	Outstanding Balance
balance owing		\$6,916.00
March 15, 2026	\$ 200.00	\$6,716.00
April 15, 2026	\$ 300.00	\$6,416.00
May 15, 2026	\$ 300.00	\$6,116.00
June 15, 2026	\$ 300.00	\$5,816.00
July 15, 2026	\$ 300.00	\$5,516.00

August 15, 2026	\$ 300.00	\$5,216.00
September 15, 2026	\$ 300.00	\$4,916.00
October 15, 2026	\$ 300.00	\$4,616.00
November 15, 2026	\$ 300.00	\$4,316.00
December 15, 2026	\$ 300.00	\$4,016.00
January 15, 2027	\$ 300.00	\$3,716.00
February 15, 2027	\$ 300.00	\$3,416.00
March 15, 2027	\$ 300.00	\$3,116.00
April 15, 2027	\$ 300.00	\$2,816.00
May 15, 2027	\$ 300.00	\$2,516.00
June 15, 2027	\$ 300.00	\$2,216.00
July 15, 2027	\$ 300.00	\$1,916.00
August 15, 2027	\$ 300.00	\$1,616.00
September 15, 2027	\$ 300.00	\$1,316.00
October 15, 2027	\$ 300.00	\$1,016.00
November 15, 2027	\$ 300.00	\$716.00
December 15, 2027	\$ 300.00	\$416.00
January 15, 2028	\$ 300.00	\$116.00
February 15, 2028	\$ 116.00	\$0.00

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 April 1, 2026, to February 1, 2028, 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 February 28, 2026.

February 24, 2026
Date Issued

Jane Dean
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.