



Order under Section 69 Residential Tenancies Act, 2006

Citation: 3333 Danforth Avenue Ltd. v Dukoski, 2026 ONLTB 13432

Date: 2026-02-27

File Number: LTB-L-100242-25

In the matter of: 3341 DANFORTH AVE
SCARBOROUGH ON M1L1C7

Between: 3333 Danforth Avenue Ltd. Landlord

And

Adriana Dukoski Tenant

3333 Danforth Avenue Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Adriana Dukoski (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Agent, Aarti Vohra, 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 \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,800.00 to the Landlord since the application was filed.
6. It was undisputed that the rent arrears owing to February 28, 2026, are \$9,200.00.
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 \$2,200.00 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 \$35.06 is owing to the Tenant for the period from May 5, 2025, to February 5, 2026.

Relief from eviction

10. The Tenant testified that she has four children living in the rental unit aged 16, 3, 2, and 1. She testified that she can pay the ongoing rent as of March 1, 2026, and the arrears in a payment plan at \$400.00 per month with the balance of the arrears at the 6-month payment. The Tenant testified that she would be able to do this because she had to apply for the birth certificates for her two youngest children and when the Child Tax Benefit came in she would be able to pay the arrears. The Tenant testified that she is also getting a housing worker and is expecting housing stabilization to assist with paying out arrears. The Tenant also provided evidence about her current income and expenses.
11. The Tenant testified that she had poor communication with her previous workers so her rent was not being paid properly. However now she has proper support and is able to get back on track within 6 months.
12. The Landlord's Agent provided that a payment plan for longer than one year was too long. The Landlord's Agent provided that the Tenant did not have the ability to pay rent and arrears and therefore the tenancy should be terminated.
13. However, the Act, like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
14. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
15. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
16. Here, the Tenant provided evidence of her willingness and ability to pay both the ongoing rent and the arrears. I therefore find that it is not unfair to issue a conditional order that reflects the payment plan the Tenant proposed at the hearing.
17. 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 \$9,386.00 for arrears of rent up to February 28, 2026, inclusive of costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
March 1, 2026	\$400.00
April 1, 2026	\$400.00
May 1, 2026	\$400.00
June 1, 2026	\$400.00
July 1, 2026	\$400.00
August 1, 2026	\$7,386.00

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 August 1, 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 27, 2026
Date Issued

Nicole Pedron
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.