



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

File Number: LTB-L-104645-25

In the matter of: 105, 183 MITCHELL ST
SUDBURY ON P3A2E7

Between: DOJ Construction Ltd. Landlord

and

Sierra Charbonneau Tenant

DOJ Construction Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Sierra Charbonneau (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 24, 2026.

Suzette Pellerin originally attended the hearing as agent for the Landlord. Although she is an employee of the Landlord she also works for other employers and so we were concerned she was not qualified to provide legal services under and exemption of the Law Society of Ontario's By-Law 4. As a result, the matter was held down to either permit the Landlord to attend or for further clarification to be provided with respect to the applicability of an exemption.

The Landlord's Agent, Zlata Janicijevic, a signing officer of the corporate landlord, then attended the hearing.

As of 1:31 pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$978.00. It is due on the 1st day of each month.
4. The Tenant has paid \$650.00 to the Landlord since the application was filed.
5. The rent arrears owing to February 28, 2026 are \$6,340.00.
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 \$6,526.00.
8. The Landlord sought a conditional order granting relief from eviction so long as the Tenant agreed to pay \$422.00 on the fifteenth day of each month during the period starting on March 15, 2026, and ending on May 15, 2027, \$196.00 on June 15, 2027, and any new rent that comes due in full and on time.
9. In support of their request, the Landlord relied on a Payment Agreement under section 206 of the *Residential Tenancies Act, 2006* (the 'Act') that was filed with the LTB on February 23, 2026.
10. The Payment Agreement is signed by both the Landlord and the Tenant. The Tenant also initialed the Payment Agreement indicating they accepted that if they failed to make an agreed upon payment, the Landlord could bring an application for an order terminating the tenancy and evicting them without notice.
11. As the Tenant was not in attendance, we were unable to verify their understanding of the terms of the Payment Agreement and were unable to issue this as a consent order. However, the Payment Agreement is a consideration pursuant to section 83 of the Act and proceeding in the usual course could have resulted in a voidable termination while the terms of the proposed conditional order are of benefit to both parties.
12. Although at the hearing we indicated the requirement to pay new rent on time would commence on April 1, 2026, on reflection following the hearing, we find it appropriate to order this requirement to commence on March 1, 2026, as this reflects the terms the parties agreed to in the payment agreement.
13. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, we 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 \$6,526.00 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:

<u>Date Payment Due</u>	<u>Amount of Payment</u>
Commencing on March 15, 2026 and continuing on the 15 th of each month until May 15, 2027	\$422.00
June 15, 2027	\$196.00

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 June 1, 2027, 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.

March 4, 2026
Date Issued

Amit Gurpersaud
 Member, Landlord and Tenant Board

Rebecca Case
 Vice-Chair, 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.