



6. At the hearing the Tenant contested the quantum of arrears owing.
7. By way of background the property management for the complex changed from Greenwin to Kipling Residential property Management 11 effective September 1, 2025 and the Tenant's were sent new payee information to pay their rent.
8. The Tenant testified that they made a payment of \$1000.00 on September 12, 2025, and relied on a copy of the transfer.
9. The Tenant testified that the payment was acknowledged as missing by the Landlord's Agent Lisa Stadler on November 13, 2025 wherein the agent advised the Tenants they were still actively investing the missing \$1000.00 payment.
10. The Tenant testified that they contacted their bank, and received a letter dated January 22, 2026 stating that the bank had tried unsuccessfully to contact the Bill Company several times and were unable to obtain a response, and encouraging the Tenant to contact the Bill Company directly.
11. The parties also introduced an email from Raluca Valean to the Tenant on November 27, 2025 wherein she indicates that they had contacted property Vista about the payment and the Tenant should reach it to their bank for a refund as the \$1000.00 payment was rejected as there was no bank account set up to receive the funds at the time payment was made.
12. The Tenant testified that the payment was clearly made and received by the Landlord and subsequently lost and the arrears should therefore be reduced accordingly.
13. The Landlord's Legal Representative testified that the Landlord never acknowledged that the payment had been lost, and had merely investigated the alleged missing payment for the Tenant's but were unable to locate the payment. The Landlord's Legal Representative also relied on the email dated November 13, 2025 wherein the Tenant was informed the payment had been rejected, and to approach their bank for a refund.
14. The Tenant also testified that the arrears were incorrect because the Landlord had included filing fees for prior Applications in the total amount, which had been waived by a prior agent of the Landlord, and testified that the Landlord's system is slow to update, which accounts for the other arrears.
15. Ultimately, I am not satisfied that the Tenant has demonstrated that the arrears should be reduced. While the Tenant clearly attempted to make a payment to the Landlord, it is equally clear to me based on the email of November 13, 2025 that this payment was rejected, likely due to the changeover to the new payee. I do not accept that the Landlord's investigation of the alleged payment or their characterisation of it as missing indicates that the Landlord has lost the payment, rather it reflects the Landlord conducting due diligence to determine if the alleged payment had been made and received.

16. With respect to the prior filing fee. I accept based on the Landlord's ledger and the L1, that this amount is not being sought by the Landlord as part of these arrears.
17. Additionally, I do not accept that any remaining arrears can be attributed to the Landlord's system being slow to update. The Tenant did not direct me to evidence of additional payments beyond the \$1000.00 in dispute, Therefore I am not satisfied that the Tenant has made additional payments which have not been accounted for the Landlord.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. Accordingly, the total amount the Tenant owes the Landlord is \$2,579.75.00
20. 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.
21. The Tenant sought a payment plan of \$100.00 to \$150.00 per month for any remaining arrears, they testified that one of the Tenant's has an injured foot and is currently unable to work.
22. While the payment plan proposed by the Tenants is modest, I note that the bulk of the arrears appear to have arisen from the misunderstanding surrounding the lost payment and I accept that the Tenant's value and wish to preserve the tenancy, in consideration of this, and the Tenant's chances I am satisfied that a modest payment plan is appropriate.

It is ordered that:

1. The Tenant shall pay to the Landlord \$ 2,579.75 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:

Payment Due Date	Amount of Payment
On or before March 15, 2026, to July 15, 2027	\$150.00 each month
On or before August 15, 2026	\$179.75

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 April 2026 to August 2027 or until the arrears are

paid in full, whichever date is earliest. The Tenant's shall pay the lawful monthly rent for March 2026 by March 13, 2026.

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 9, 2026

Date Issued

Reid Jackson

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.