



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

File Number: LTB-L-094358-25

In the matter of: B2, 3892 BATHURST ST
NORTH YORK ON M3H3N5

Between: SKPM Rents 20 Landlord

And

JUDITH CAEL Tenant

SKPM Rents 20 (the 'Landlord') applied for an order to terminate the tenancy and evict JUDITH CAEL (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 2, 2026.

The Landlord's Legal Representative, Sharon Harris, 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). 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 \$1,323.10. It is due on the 1st day of each month.
4. The Tenant has paid \$3,000.00 to the Landlord since the application was filed.
5. The rent arrears owing to February 28, 2026 are \$3,387.13, which is not disputed.
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 \$3,573.13.

8. 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.
9. The Landlord sought a standard voidable eviction order.
10. The Tenant sought relief from eviction in the form of a payment plan that would involve monthly payments of \$200.00 towards the arrears, and payment of ongoing rent in full and on time. According to this payment plan, it would take the Tenant just over 17 months to satisfy the arrears.
11. The Landlord's Legal Representative submitted the payment plan was prejudicial to the Landlord because this application is part of an ongoing pattern of non-payment of rent by the Tenant. They submitted that the Landlord has been before the Board on 5 other occasions, and on each occasion, a voidable eviction order was issued, the Tenant voided the Order and then fell back into arrears. The Landlord's Legal Representative further submitted that the Landlord is not a finance company and should not have to continue to apply to the Board for an order to compel payment of rent and ensure that the Tenant complies with their obligations under the tenancy agreement.
12. While I appreciate that this is not the first application the Landlord has filed for non-payment of rent during the tenancy, the Landlord did not present any concrete, objective evidence that they will experience hardship, financial or otherwise, if I grant the Tenant's request for a payment plan. I considered the relative prejudice to the parties of granting relief from eviction, and I find it would be more prejudicial to the Tenant to find alternative living arrangements than to order the proposed payment plan and have the arrears paid over 17 months.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,573.13. 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:
 - a) \$200.00 per month due on or before the last business day of each month starting April 30, 2026, until and including August 31, 2027;
 - b) A final payment in the amount of \$173.13, due on or before September 30, 2027.
3. The Tenant shall pay the Landlord the rent for March 2026 on or before March 31, 2026, if the Tenant has not already done so.

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 September 30, 2027, 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.

March 5, 2026

Date Issued

Samantha Greaves

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.