



Order under Section 69 Residential Tenancies Act, 2006

Citation: Martini-Wong v Martin, 2026 ONLTB 20807

Date: 2026-03-10

File Number: LTB-L-107144-25

In the matter of: Upper, 626 BURNHAMTHORPE RD
ETOBICOKE ON M9C2Y8

Between: Gary A. Martini-Wong Landlords
Saskia Martini-Wong

And

Carlos Martin Tenant

Gary A. Martini-Wong and Saskia Martini-Wong (the 'Landlords') applied for an order to terminate the tenancy and evict Carlos Martin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 3, 2026.

The Landlords, the Landlords Legal Representative, Reginald Bent and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

1. The Landlords 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 \$1,534.00. It is due on the 1st day of each month.
4. The rent arrears owing to March 31, 2026 are \$7,670.00.
5. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

6. Accordingly, the total amount the Tenant owes the Landlords is \$7,922.00.
7. 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.
8. The Tenant is a long-term resident of the rental unit (since 2021), as well as an individual who has faced personal and financial challenges as of late but wished to preserve the tenancy. Moreover, the Tenant, testified if they were evicted, he could be rendered unhoused given the current rental market conditions.
9. The Landlords' Legal Representative sought an order for termination of the tenancy or a payment plan of not more than 24 months and submitted the Landlords have faced financial pressure each month when rent went unpaid when it was due.
10. The Tenant testified about his monthly income and expenses and sought a payment plan over 39 months (\$200.00 a month), whilst continuing to pay the monthly lawful rent when it is due. The Tenant, further testified whilst they may be able to pay more on a monthly basis, arriving at this payment plan would ensure all continuing lawful rent and arrears payments would be made on time when they are due.
11. I am satisfied from the Tenant's testimony that he is committed to repayment of the rent arrears and to grant the conditional order as requested by the Tenant is not setting the Tenant up for failure based on his monthly income. I find it would not be unfair to deny eviction. The Landlords' ability to enforce the payment plan in addition to the payment of the monthly lawful rent on the day it is due minimizes the financial prejudice of the Landlords, as if any payment is late or not made the Landlords can obtain an eviction order under section 78 of the Act.
12. Moreover, the Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort. To take just two examples:

Eviction should be ordered as a last resort after carefully considering Section 84 [now 83] of the Act (Britannia Glen Co-operative Homes v. Singh, cited in Toronto Community Housing Corp. v. Thompson, [2003] O.R.H.T.D. No. 145).

To put somebody out of their home must, in my view, call for clear and compelling circumstances that it is no longer possible for the arrangement to continue (Langford v. Phipps, [1992] O.J. No. 4184 (Ont. Gen. Div.).

13. I find it fair to give the Tenant an opportunity to preserve his tenancy, which the Landlords' Legal Representative did not oppose but for the length of the payment plan. I find it fair that the following payment plan is reasonable for all parties given the financial circumstances of the Tenant.

14. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.

15. This order contains all the reasons within it and no further reasons will be issued.

It is ordered that:

1. The Tenant shall pay to the Landlords \$7,922.00 for arrears of rent up to March 31, 2026, and costs.
2. The Tenant shall pay to the Landlords the amount set out in paragraph 1 in accordance with the following schedule:
 1. \$200.00 (arrears and costs) on or before the 15th day of each month for 39 months commencing March 15, 2026, to May 15, 2029; and
 2. \$122.00 (outstanding balance) on or before June 15, 2029.
3. The Tenant shall also pay to the Landlords new rent on time and in full as it comes due and owing for the period March 2026 to June 2029, 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 Landlords pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlords 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 March 31, 2026.

March 10, 2026
Date Issued

Panagiotis P. Roupas
Member, Landlords 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.