



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

File Number: LTB-L-108424-25

In the matter of: 19, 454 KING ST. E.
HAMILTON, ON L8N 1C8

Between: Thomas Dunn Landlord

and

Christopher McKenzie Tenants
Lorraine Goulart

Thomas Dunn (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher McKenzie and Lorraine Goulart (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 4, 2026.

The Landlord and the Tenants attended the hearing.

Lorraine Goulart testified on behalf of the Tenants.

Determinations:

Preliminary issue

1. Lorraine Goulart stated that she is not raising issues under s. 82 of the *Residential Tenancies Act, 2006* (the 'Act') but she intends to file a T1 against the Landlord.
2. Ms. Goulart also expressed her uncertainty regarding who her Landlord is. She referred to the lease agreement in her evidence brief that names TMMX Group as the Landlord and not Thomas Dunn. Thomas Dunn responded that he is the owner of the rental property and TMMX Group.
3. As discussed at the hearing, s. 2(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

“landlord” includes,

(a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,

(b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and

(c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent;

4. Based on the evidence before me, I am satisfied that Thomas Dunn meets the definition of a Landlord pursuant to subsection 2(1) of the Act. Mr. Dunn testified that he is the owner of the rental property and the owner of TMX group. Subparagraph (a) of s.2(1) states that a landlord includes the owner of a rental unit or any other person who permits occupancy of a rental unit. Therefore I find Mr. Dunn is the Landlord for the purpose of this application.

Rental Arrears

5. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants 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.
6. As of the hearing date, the Tenants were still in possession of the rental unit.
7. The lawful rent is \$1,019.05. It is due on the 1st day of each month.
8. The Tenants have paid \$998.09 to the Landlord since the application was filed.
9. It is not in dispute that the rent arrears owing to March 31, 2026, are \$5,053.33.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. Accordingly, the total amount the Tenants owe the Landlord is \$5,239.33.

Relief from Eviction

12. 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.

13. Ms. Goulart testified that they received social assistance, and Christopher McKenzie is also employed. Their household income is \$2,500.00 and their total expenses which includes the rent is \$2,000.00. The Tenants sought to preserve their tenancy and expressed their willingness to enter into a payment plan for \$300.00 a month. Ms. Goulart further testified that she has two minor children, her son is autistic. She stated that her child will have difficulty adapting to new environments.
14. The Landlord requested an eviction order for termination and eviction with 11 days for the Tenants to pay off all outstanding amounts and void the order. The Landlord objected to a payment plan. It is the Landlord's position that the tenancy is not viable, and that further delay would cause financial prejudice to the Landlord.
15. While the Landlord objected to a payment plan and submits that the tenancy is no longer viable, I find that it would not be unfair to grant relief from eviction. Although the Tenants did not file any documentary evidence regarding her monthly income and expenses, I found Ms. Goulart's testimony to be credible. I am satisfied that the Tenants are able to make payments towards the arrears while continuing to pay the ongoing rent.
16. The payment plan also provides the Landlord with a clear schedule for repayment and an enforcement order in the event of a default. Having considered all the circumstances, I find that relief from eviction is appropriate in the circumstance.

It is ordered that:

1. The Tenants shall pay to the Landlord \$5,239.33 for arrears of rent up to March 31, 2026, which includes the \$186.00 filing fee, in accordance with the following schedule:
 - \$300.00 on or before April 20, 2026;
 - \$300.00 on or before May 20, 2026;
 - \$300.00 on or before June 20, 2026;
 - \$300.00 on or before July 20, 2026;
 - \$300.00 on or before August 20, 2026;
 - \$300.00 on or before September 20, 2026;
 - \$300.00 on or before October 20, 2026;
 - \$300.00 on or before November 20, 2026;
 - \$300.00 on or before December 20, 2026;
 - \$300.00 on or before January 20, 2027;
 - \$300.00 on or before February 20, 2027;
 - \$300.00 on or before March 20, 2027;
 - \$300.00 on or before April 20, 2027;
 - \$300.00 on or before May 20, 2027;

- \$300.00 on or before June 20, 2027;
 - \$300.00 on or before July 20, 2027;
 - \$300.00 on or before August 20, 2027;
 - \$300.00 on or before September 20, 2027; and
 - \$139.33 on or before October 20, 2027.
2. 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 October 31, 2027, or until the arrears are paid in full, whichever date is earliest.
3. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the Board within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

March 10, 2026

Date Issued

Adeela Alvez

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.