



Order under Section 69 Residential Tenancies Act, 2006

Citation: Plawinski v Staniforth, 2026 ONLTB 21753

Date: 2026-03-12

File Number: LTB-L-109037-25

In the matter of: 5, 9 POYNTZ ST
PENETANGUISHENE ON L9M1M3

Between: Marek Plawinski Landlords
Daniel McCrae
Tiffany Marchildon
Brianna Marchildon

And

April Staniforth Tenant

Marek Plawinski ('MP'), Daniel McCrae, Tiffany Marchildon and Brianna Marchildon (the 'Landlords') applied for an order to terminate the tenancy and evict April Staniforth (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 9, 2026. The Landlords, Marek Plawinski and Brianna Marchildon, 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 \$1,225.00. It is due on the 1st day of each month.
4. The rent arrears owing to March 31, 2026, are \$6,075.00.
5. The Landlord 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 Landlord is \$6,261.00.

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. The Landlord seeks a standard order, that is, an order which can be enforced 11 days after its issuance.
8. The Tenant requests a payment plan. The Tenant states that she has secured a bank loan which represents \$5,500.00, and she requests arrears payments of \$200.00 to be paid with the rent each month thereafter, until the arrears are paid in full. The Tenant states she started working full-time about six weeks ago and has been approved by her bank for the loan. She asserts the funds are expected no later than the end of the week.
9. The Tenant states that she had not been working full-time. So although she had tried to get a bank loan on a prior occasion, the bank refused until she was employed in a full-time role.
10. During the hearing, I conducted a close examination of the Tenant's income and expenses. Based on that discussion, I am satisfied that the Tenant has sufficient income to make the payments that are proposed.
11. MP submits that the Tenant has made the same statements to him on numerous occasions in the past, that she was getting a bank loan but that this never came to pass. The Landlord also referred to a prior order of the Board against the Tenant which alleges similar fact evidence. However, the prior order pertained to a different landlord and is from 2022.
12. In my view, the prejudice to the Landlord can be sufficiently addressed by the application of s.78. Since the Tenant states she is certain she will get the bank loan funds this week, I am of the view that the Tenant is owed the opportunity to make good on this payment which will go a long way to making the Landlord whole.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6,261.00 for arrears of rent up to March 31, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$5,500.00 to be paid on or before end of business day March 16, 2026;
 - \$200.00 to be paid on or before April 1, 2026;
 - \$200.00 to be paid on or before May 1, 2026;
 - \$200.00 to be paid on or before June 1, 2026; and
 - \$161.00 to be paid on or before July 1, 2026.

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 1 to July 1, 2026, 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 March 31, 2026.

March 12, 2026

Date Issued

Jane Dean

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.