



Order under Section 69 Residential Tenancies Act, 2006

Citation: Dalton Georgina Properties Inc. v McNeil, 2026 ONLTB 23112

Date: 2026-03-17

File Number: LTB-L-100173-25

In the matter of: 222, 21028 DALTON RD
JACKSONS POINT ON L0E1L0

Between: Dalton Georgina Properties Inc. Landlord

And

Allison McNeil Tenant

Dalton Georgina Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Allison McNeil (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 9, 2026.

The Landlord's legal representative, A. Trent, 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 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date 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 \$2,234.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$73.46. This amount is calculated as follows: \$2,234.50 x 12, divided by 365 days.
5. The Tenant has paid \$4,023.10 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$6,912.90.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$2,180.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$83.10 is owing to the Tenant for the period from June 27, 2024 to February 9, 2026.
10. The Tenant does not dispute the arrears owing.
11. The Tenant testified that she previously had another debt for which she was making payments, which limited her ability to pay her rent. The Tenant submits that this debt has now been cleared and she therefore has the ability to pay the ongoing lawful rent and arrears.
12. The Tenant testified that her monthly income totals \$3,882.00 and her monthly expenses total \$3,064.50, inclusive of rent. The Tenant proposes to pay \$200.00 per month towards the arrears in addition to the ongoing lawful rent. Based on the Tenant's income and expenses, she has approximately \$817.50 per month available to apply towards the arrears. When asked why she could not pay more towards the arrears, the Tenant stated "I guess I could pay more."
13. The Landlord opposes a repayment plan and submits that the Tenant's income has not changed, yet she continues to fall into arrears. The Tenant moved into the rental unit in July 2024, and the arrears began in April 2025. The Landlord argues that the Tenant cannot sustain the regular rent that becomes due and owing. The Landlord further submits that numerous payment plans have been offered to the Tenant and none have been complied with. The Landlord requests a standard eviction order.
14. The Tenant testified that she does not have family who could assist her if she were evicted. She testified that she is currently ill and is waiting for a diagnosis, which she expects to receive in April 2026. She resides in the rental unit with her 11-year-old son and 10-year-old daughter. The Tenant testified that her son is diabetic and autistic and that moving would cause setbacks for her him. The Tenant requests a final opportunity to pay the arrears owing.
15. 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.
16. There is no dispute that the Tenant previously had a debt that limited her ability to pay her rent. There is also no dispute that this debt is no longer outstanding. Based on the Tenant's income and expenses, she now has approximately \$817.50 per month available to apply towards the arrears. Although the Landlord takes the position that the tenancy is not viable, I disagree. The Tenant has the income necessary to pay both the arrears and the ongoing lawful rent.
17. Section 83 of the Act, requires the Board to consider whether there are any circumstances that support granting relief from eviction. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the

cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

“To put somebody out of their home must, in my view, call for clear and compelling circumstances that it’s no longer possible for the arrangement to continue.”

18. I acknowledge that eviction is a remedy of last resort. On a balance of probabilities, I am satisfied that the Tenant will be able to maintain the ongoing lawful rent in addition to arrears payments. Although the Tenant proposed a payment plan of \$200.00 per month, I find that a monthly arrears payment of \$400.00 is reasonable given the amount remaining after the Tenant’s monthly expenses are addressed. In these circumstances, a conditional order is appropriate. The Landlord’s prejudice is reduced by the inclusion of a section 78 clause in this order.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,098.90 for arrears of rent up to February 28, 2026. This amount includes the \$186.00 application filing fee.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$400.00 a month, on the 20th day of each month commencing March 20, 2026 up to and including July 20, 2027 (17 months).
 - b) \$298.90 on August 20, 2027.
3. The Tenant shall also pay the March 2026 rent on or before March 20, 2026.
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 August 1, 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 pays any new arrears, NSF fees and related charges that became owing after February 28, 2026.

March 17, 2026
Date Issued

Mayra Sawicki
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.