



Order under Section 69 Residential Tenancies Act, 2006

Citation: AMSTAR POOL I LP v Motswadi, 2026 ONLTB 23629

Date: 2026-03-19

File Number: LTB-L-107637-25

In the matter of: 1911, 2737 KIPLING AVE
TORONTO ON M9V4C3

Between: Amstar Pool I LP Landlord

And

Keitumetse Motswadi Tenant

Amstar Pool I LP (the 'Landlord') applied for an order to terminate the tenancy and evict Keitumetse Motswadi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2026.

The Landlord's Representative, Christine Daniel, and the Tenant, Keitumetse Motswadi, 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 \$1,401.42. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$46.07. This amount is calculated as follows: \$1,401.42 x 12, divided by 365 days.
5. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
6. It was undisputed that the rent arrears owing to March 31, 2026, are \$8,646.59.
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 \$1,253.19 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 \$36.74 is owing to the Tenant for the period from January 1, 2025, to March 16, 2026.

Relief from eviction

10. The Tenant testified that she could pay the ongoing rent as of April 1, 2026 and was able to make a lump sum payment toward the arrears in the amount of \$4,500.00 by March 23, 2026. The Tenant testified that she was also working on getting the remainder of the arrears paid with the assistance of a rent bank but if the rent bank payment did not come through then she would be able to pay the remainder of the arrears at \$300.00 per month on the 1st of each month. The Tenant then provided information about her income and expenses.
11. The Landlord's Representative indicated that the Landlord was seeking a standard voidable L1 order.
12. However, the Act, like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
13. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
14. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
15. Here, the Tenant provided evidence of her willingness and ability to pay both the ongoing rent and the arrears. I therefore find that it is not unfair to issue a conditional order that reflects the payment plan the Tenant proposed at the hearing, noting that the Tenant is free to pay off the arrears with a lump sum payment from the rent bank at anytime instead of the monthly payments of \$300.00. However, because the rent bank payment was not guaranteed at the time of the hearing, the payment plan reflects the \$300.00 monthly payments instead.
16. As such, 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,832.86 for arrears of rent up to March 31, 2026, inclusive of costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
March 23, 2026	\$4,500.00
April 1, 2026	\$300.00
May 1, 2026	\$300.00
June 1, 2026	\$300.00
July 1, 2026	\$300.00
August 1, 2026	\$300.00
September 1, 2026	\$300.00
October 1, 2026	\$300.00
November 1, 2026	\$300.00
December 1, 2026	\$300.00
January 1, 2027	\$300.00
February 1, 2027	\$300.00
March 1, 2027	\$300.00
April 1, 2027	\$300.00
May 1, 2027	\$300.00
June 1, 2027	\$132.86

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 2026 to June 2027, 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 19, 2026
Date Issued

 Nicole Pedron
 Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.