



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

File Number: LTB-L-001421-26

In the matter of: 942, 35 ST DENNIS DR
NORTH YORK ON M3C1H1

Between: SKPM Rents 2 Landlord

And

LAYLA ANTYPAS Tenant

SKPM Rents 2 (the 'Landlord') applied for an order to terminate the tenancy and evict LAYLA ANTYPAS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 23, 2026.

The Landlord's Legal Representative, Sharon Harris 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 \$2,003.26. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.86. This amount is calculated as follows: \$2,003.26 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$7,803.85.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. Accordingly, the total amount the Tenant owes the Landlord is \$7,989.85
9. The Tenant testified she fell into arrears as she was out of the country caring for an ill family member and as a result, she was not receiving any income.

10. The Tenant testified she works in security and has returned to work on a full-time basis as of February 2026 earning approximately \$3,000.00 per month in net income. The Tenant also testified that her daughter works part-time and is able to contribute \$500.00 per month towards the rent each month. The Tenant testified that her monthly expenses total approximately \$2,300.00 and proposed a \$500.00 per month payment plan until the arrears are paid in full.
11. The Tenant testified that she lives in the rental unit with her daughter who has a disability, has resided in the rental unit for approximately 6 years and testified she has nowhere to go if she is evicted.
12. The Landlord opposed the payment plan and submits that as the Tenant has not paid any rent since the application was filed in January 2026, the Landlord does not believe the Tenant will pay the rent. The Landlord also submits that they do not believe a 16-month payment plan would be feasible as the Tenant has not provided any proof of income.
13. While I agree that a 16-month payment plan may be long, this is a 6 year old tenancy and provided the Tenant makes the payments as proposed, the Landlord will be made whole at the end of the payment plan and the Tenants housing will be preserved.
14. I was satisfied by the Tenant's testimony that she is able to pay an additional \$500.00 per month as she proposed.
15. Bearing in mind that eviction is a remedy of last resort, 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 so the Tenant can restore this tenancy to good standing and provide the Landlord with immediate recourse in the event of a breach of any of the following terms.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,989.85 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:

Date of Payment	Amount of Payment
April 15, 2026	\$500.00 (arrears and costs)
May 15, 2026	\$500.00 (arrears)
June 15, 2026	\$500.00 (arrears)
July 15, 2026	\$500.00 (arrears)
August 15, 2026	\$500.00 (arrears)

September 15, 2026	\$500.00 (arrears)
October 15, 2026	\$500.00 (arrears)
November 15, 2026	\$500.00 (arrears)
December 15, 2026	\$500.00 (arrears)
January 15, 2027	\$500.00 (arrears)
February 15, 2027	\$500.00 (arrears)
March 15, 2027	\$500.00 (arrears)
April 15, 2027	\$500.00 (arrears)
May 15, 2027	\$500.00 (arrears)
June 15, 2027	\$500.00 (arrears)
July 15, 2027	489.85 (arrears)

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, 2026 to July 1, 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 30, 2026
Date Issued

Christopher Lin
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.