Order under Section 69
Residential Tenancies Act, 2006

Citation: Minto Apartment Limited Partnership v Bentley, 2026 ONLTB 26401
Date: 2026-03-30
File Number: LTB-L-001242-26

In the matter of: 207, 7 RICHGROVE DR
TORONTO ON M9R2L1

Between: Minto Apartment Limited Partnership — Landlord

And

Angel Bentley — Tenant

Minto Apartment Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Angel Bentley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 19, 2026.

The Landlord's Legal Representative, Faith McGregor, the Tenant, and the Tenant's Representative (partner), Zac Nunez, 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 $2,578.27. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is $84.77. This amount is calculated as follows: $2,578.27 x 12, divided by 365 days.
5. The Tenant has paid $5,333.93 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are $7,207.60.
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 $2,304.72 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 $10.34 is owing to the Tenant for the period from January 1, 2026 to March 19, 2026.

<u>Relief from Eviction:</u>

10. 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.

11. The Tenant testified that her mother passed away in November 2025. While she was able to secure some financial assistance for the funeral home costs, she had to pay all the burial costs which hindered her ability to pay the rent in full the last few months.

12. The Tenant works full-time but had to take some time off due to her mother's death. Her partner works part-time and contributes towards the rent and the couples' expenses. The combined income for the Tenant and her partner is at least $4,000.00 per month before tax. After cross-examination of their combined expenses, the Tenant proposed a three-month payment plan of $2,500.00 per month.

13. The Tenant confirmed she and her partner do not have any savings, and they are more than willing to work extra shifts and weekends to ensure they abide by any payment plan ordered. The Tenant also suffers from anxiety, which was evident by her nervous and panicked behaviour at the hearing. In the event the tenancy was terminated, the Tenant requested at least 30 days to find alternate accommodation.

14. The Landlord's Legal Representative challenged the viability of the Tenant's payment plan, as she has fallen short on her rent payments since November 2025. Whatever income the Tenant has goes towards other expenses and obligations first before paying the rent, thereby prejudicing the Landlord who relies on the rent income for maintenance and administrative costs for the residential complex.

15. Given the Tenant's personal and financial circumstances, including her good faith payments and willingness to work extra shifts, I am satisfied that a conditional order is reasonable in this instance. While the Tenant proposed $2,500.00 per month, I do not find that to be sustainable for a payment plan given the Tenant's income and expenses, and it is not in the interests of either party to impose a conditional order that is more than likely than not to fail. Therefore, the Tenant is to abide by the payment scheduled as set out below. Any prejudice to the Landlord from a payment plan in this instance is outweighed by the prejudice the Tenant will face if evicted. A conditional order will provide the Tenant the opportunity to try and preserve the tenancy while ensuring the Landlord has a method of relief in the event the Tenant defaults on any payments.

It is ordered that:

1. The Tenant shall pay to the Landlord **$7,393.60** 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 of this order in accordance with the following schedule:

    i. $1,500.00 on or before April 26, 2026;

    ii. $1,500.00 on or before May 26, 2026;

    iii. $1,500.00 on or before June 26, 2026;

    iv. $1,500.00 on of before July 26, 2026; and

    v. $1,393.60 on or before August 26, 2026.

3. The Tenant shall also pay to the Landlord new rent in full on or before the first (1st) day of each month for the period commencing April 1, 2026 to August 1, 2026, or until all the arrears are paid, whichever comes first.

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

Fotoula Hatzantonis
Member, Landlord and Tenant Board

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