



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005477-26

In the matter of: 304, 870 QUEENSTON RD
STONE CREEK ON L8G0B9

Between: Queenston Road Holdings Inc. Landlord

And

Jessica Thornbury Tenant
Matthew Carbert

Queenston Road Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Thornbury and Matthew Carbert (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 25, 2026.

The Landlord's Legal Representative Preston Haynes and the both named Tenants attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on February 28, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,355.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$4,715.00.

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 \$2,311.37 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$7.85 is owing to the Tenant for the period from January 1, 2026 to February 28, 2026.
10. At the hearing the Tenants sought a delayed payment plan for the arrears. The Tenant Matthew Carbert testified that he was injured at work and has been undergoing physiotherapy and rehabilitation and is slated to return to work in May 2026. He sought a payment plan of \$200.00 per month and testified that payments of \$200.00 would not require him to choose between rent and food. He currently resides with his mother, to whom he pays \$1000.00 in rent. The Tenant Jessica Thornbury currently resides with her mother and holds a casual position with the school Board.
11. The Tenant's recently had a child, who is now 6 months old.
12. The Landlord's Legal Representative did not dispute the Tenant's request for a payment plan.
13. In consideration of the Tenant's circumstances, I am satisfied that the proposed payment plan is appropriate. This shall allow the Tenant's additional time to pay while the Tenant Matthew Carbert returns to work and ensure they are able to maintain their other obligations, while continuing to pay down the arrears.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 28, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$2,581.78. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:

Date of Payment	Payment Amount
May 15, 2026 – April 15, 2027	\$200.00
May 15, 2027	\$ 181.78

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 2 of this order shall become immediately due and owing and the Tenant will start to owe interest. This will be simple interest calculated from the day following the missed payment at 4.00% annually on the balance outstanding.

April 2, 2026
Date Issued

Reid Jackson
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$4,715.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,311.37
Less the amount of the interest on the last month's rent deposit	- \$7.85
Total amount owing to the Landlord	\$2,581.78