



Order under Section 69 Residential Tenancies Act, 2006

Citation: New Spadina Garment Industry Corp. v MCTAGGART, 2026 ONLTB 27122

Date: 2026-04-07

File Number: LTB-L-080631-25

In the matter of: 309, 3561 EGLINTON AVE W
YORK ON M6M5C7

Between: New Spadina Garment Industry Corp. Landlord

And

Courtney MCTAGGART Tenants
Dian CAMPBELL

New Spadina Garment Industry Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Courtney MCTAGGART and Dian CAMPBELL (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 26, 2026.

The Landlord's Agent Ramona Hossu, the Tenants' Support Person, Maureen Turner, and the Tenant, Dian Campbell, attended the hearing. The Tenant, Dian Campbell (DC) spoke to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,701.00. It is due on the 1st day of each month.
4. The Tenants have paid \$13,132.00 to the Landlord since the application was filed.
5. The rent arrears owing to March 31, 2026, are \$4,845.00.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenants owe the Landlord is \$5,031.00.
8. 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.
9. The Tenant DC is a long-term resident of the rental unit (since 2014), as well as an individual on a fixed income who has faced personal and financial challenges as of late but wished to preserve the tenancy. Moreover, the Tenant's, DC Support Person, testified if DC were evicted, she could be rendered unhoused given the current rental market conditions.
10. The Landlord's Legal Representative sought an order for termination and submitted the Landlord has faced financial pressure each month when rent went unpaid when it was due.
11. The Tenants Support Person testified about the monthly income and expenses of DC and sought a payment plan over 26 months (\$200.00 a month to be paid on the 22nd of the month), whilst continuing to pay the monthly lawful rent when it is due. The Tenants Support Person further testified whilst the Tenant DC may be able to pay more on a monthly basis, arriving at this payment plan would ensure all continuing lawful rent and arrears payments would be made on time when they are due.
12. I am satisfied from the Tenants' Support Person testimony that the Tenants are committed to repayment of the rent arrears and to grant the conditional order as requested by the Tenant DC is not setting the Tenants up for failure based on their monthly income. I find it would not be unfair to deny eviction. The Landlord's ability to enforce the payment plan in addition to the payment of the monthly lawful rent on the day it is due minimizes the financial prejudice of the Landlord, as if any payment is late or not made the Landlord can obtain an eviction order under section 78 of the Act.
13. Moreover, the Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort. To take just two examples:

Eviction should be ordered as a last resort after carefully considering Section 84 [now 83] of the Act (Britannia Glen Co-operative Homes v. Singh, cited in Toronto Community Housing Corp. v. Thompson, [2003] O.R.H.T.D. No. 145).

To put somebody out of their home must, in my view, call for clear and compelling circumstances that it is no longer possible for the arrangement to continue (Langford v. Phipps, [1992] O.J. No. 4184 (Ont. Gen. Div.).

14. I find it fair to give the Tenants an opportunity to preserve their tenancy, which the Landlord's Legal Representative opposed. I find it fair that the following payment plan is reasonable for all parties given the financial circumstances of the Tenants.

15. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.

16. This order contains all the reasons within it and no further reasons will be issued.

It is ordered that:

1. The Tenants shall pay to the Landlord \$5,031.00 for arrears of rent up to March 31, 2026, and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 1. \$200.00 (arrears and costs) on or before the 22nd day of each month for 25 months commencing April 22, 2026, to April 22, 2028; and
 2. \$31.00 (outstanding balance) on or before May 22, 2028.
3. The Tenants 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 May 2028, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

April 7, 2026
Date Issued

Panagiotis P. Roupas
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.