



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2561379 Ontario Inc. v Bielak, 2026 ONLTB 26396

Date: 2026-04-01

File Number: LTB-L-003796-26

In the matter of: 47 YVONNE CRES
LONDON ON N5Z0A6

Between: 2561379 Ontario Inc. Landlord

And

Breana Bielak Tenant

2561379 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Breana Bielak (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, Carmen Dawdy, 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 \$1,872.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$61.55. This amount is calculated as follows: \$1,872.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,872.20 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$6,871.80.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

9. It was undisputed that the rent will lawfully increase to \$1,911.31 on April 1, 2026.
10. The Tenant does not dispute the arrears owing.

Relief From Eviction

11. The Tenant proposed a payment plan requiring a payment of \$1,557.80 by March 25, 2026, followed by monthly payments of \$350.00 due on the 15th of each month. To assess the feasibility of this proposal, I reviewed the Tenant's household income and expenses. The Tenant reported a minimum monthly net income of \$3,880.00. This figure does not include tips earned through her employment as a server and therefore represents a conservative estimate. The Tenant also submitted that her vehicle will be paid off in June 2026, at which time an additional \$400.00 per month would become available. Based on a review of the Tenant's rent, utilities, food, transportation, and insurance expenses, I find that the Tenant could support the proposed payment plan with careful budgeting.
12. The Tenant has resided in the rental unit for approximately seven years and lives there with her partner. The partner's children stay in the unit on alternating weekends, from Thursday to Sunday.
13. The Landlord opposes a payment plan. The Landlord's legal representative submitted that this is the third application brought before the LTB within the past three years for rent arrears and persistent late payment. It was submitted that the Landlord cannot continue to rely on repeated L1 applications to secure payment of rent.
14. While I acknowledge the Landlord's concerns, the Residential Tenancies Act is tenant-protective in nature, and eviction is intended to be a measure of last resort. In the circumstances, I find that the Tenant should be given an opportunity to preserve this longstanding tenancy. I have also considered the presence of minor children who reside in the unit on a part-time basis. Although their occupancy is not full-time, it remains a relevant consideration under section 83 of the Act.
15. 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 \$7,057.80 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:
 - \$1,557.80 on or before April 15, 2026.
 - \$350.00 on or before May 15, 2026, and continuing on the 15th of each consecutive month until July 15, 2027.

- \$250.00 on or before August 15, 2027.
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 August 31, 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 [date arrears run to].

April 2, 2026
Date Issued

Melissa Anjema
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.