



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

File Number: LTB-L-005723-26

In the matter of: 3, 206 HUGHSON ST N
HAMILTON ON L8L4M3

Between: Juanita Beaudry Landlord

And

Jason Palmer Tenant

Juanita Beaudry (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Palmer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 25, 2026 at 1:00 pm.

The Landlord 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 \$1,400.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.
5. The Tenant has paid \$650.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$150.00.
7. The Tenant did not contest the arrears, testifying they wished to maintain their tenancy, proposing a payment plan.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

9. The Landlord collected a rent deposit of \$1,400.00 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.
10. Interest on the rent deposit, in the amount of \$82.81 is owing to the Tenant for the period from October 18, 2023 to March 25, 2026.
11. 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.
12. Specifically, given the minimal amount owing, and the plan proposed I am satisfied that the tenancy can be maintained with little to no prejudice to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues pursuant to the following conditions.
2. The Tenant shall pay to the Landlord \$336.00 for arrears of rent up to March 31, 2026 and costs.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a. Commencing April 1, 2026 and on or before the 1st day of each month until September 1, 2028 - \$50.00; and
 - b. On or before October 1, 2026 - \$36.00.
4. 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 October 1, 2026, or until the arrears are paid in full, whichever date is earliest.
5. 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.

April 14, 2026
Date Issued

Kelly Delaney
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.