



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-106714-25 and LTB-L-104422-25

In the matter of: 6700 Concession Road 4 West 1
Uxbridge ON L0C1A0

Between: LG (Uxbridge) Investments Limited Landlord

And

Sandra E. Reed-Byers Tenant

LG (Uxbridge) Investments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Sandra E. Reed-Byers (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

LG (Uxbridge) Investments Limited (the 'Landlord') also applied for an order to determine whether the *Residential Tenancies Act, 2006* (the 'Act') applies.

This is a joint resolution with files LTB-L-106714-25 and LTB-L-104422-25.

The application was scheduled to be heard by video conference on March 30, 2026. (Joseph) Giuseppe Lamanna, Frank Racioppo and Brianna Brady attended on behalf of the Landlord and the Tenant was present, with her representative Adam Blacklock. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

The Parties agreed:

- a. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant 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.

- b. The Landlord has incurred out-of-pocket expenses of as a result of unpaid previous hydro utility bills related to the rental unit.
- c. As of the hearing date, the Tenant was still in possession of the rental unit.
- d. The lawful rent is \$4,500.00. The rent is due on the 1st day of each month.
- e. The rent arrears owing by the Tenant up to and including March 31, 2026, are \$30,200.00.
- f. The Landlord waived the application filing fee in the amount of \$186.00.
- g. The Landlord has incurred out-of-pocket expenses of as a result of unpaid previous hydro utility bills related to the rental unit, in the amount of \$6,515.84. The Tenant is responsible for 60% of the hydro bill arrears in the amount of \$3,910.10.
- h. The Tenant is responsible for 60% of the hydro charges going forward.
- i. The Landlord shall undertake to install an independent hydro meter as soon as is reasonably possible. Upon installation, the Tenant shall become responsible for 100% of the hydro consumption.
- j. Hydro bill payments shall be paid by the Tenant within 30 days of receipt of the hydro bill invoice.
- k. The Landlord agrees to a temporary rent reduction, reducing the rent by \$500.00 a month, to \$4,000.00 for a period of 6 months beginning on and including, April 1, 2026.
- l. The rent due on April 1, 2026, will be a delayed payment and the Tenant shall pay the rent due for April and May 2026, on May 1, 2026, in a total amount of \$8,000.00.
- m. All other future rent payments shall be made on the 1st day of each month.
- n. The total arrears including both the rent arrears and hydro utility arrears will be addressed collectively, resulting in \$34,110.10 being due, and the Tenant will make payments of \$2,000.00 a month.
- o. The Landlord shall inspect and address the septic system, water filtration system and garage roof as is reasonably required.
- p. The Tenant agrees not to file a T1 application in relation to any alleged rent increase or abatement for the period of April 1, 2025, to the date of the hearing.

It is ordered on consent that:

- 1. The Tenant shall pay to the Landlord \$34,110.10 for arrears of rent, and hydro utility arrears up to March 31, 2026.

2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date of Payment	Payment Amount
April 15, 2026	\$2,000.00
May 15, 2026	\$2,000.00
June 15, 2026	\$2,000.00
July 15, 2026	\$2,000.00
August 15, 2026	\$2,000.00
September 15, 2026	\$2,000.00
October 15, 2026	\$2,000.00
November 15, 2026	\$2,000.00
December 15, 2026	\$2,000.00
January 15, 2027	\$2,000.00
February 15, 2027	\$2,000.00
March 15, 2027	\$2,000.00
April 15, 2027	\$2,000.00
May 15, 2027	\$2,000.00
June 15, 2027	\$2,000.00
July 15, 2027	\$2,000.00
August 15, 2027	\$2,000.00
September 15, 2027	\$110.10

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, of and including May 1, 2026 (due to the delayed payment for April 2026) to September 1, 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 March 31, 2026.

April 13, 2026
Date Issued

Helen Giannini
Hearings Officer, 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.