



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

File Number: LTB-L-006236-26

In the matter of: 2, 291 ADELAIDE AVE W
OSHAWA ON L1J2R4

Between: Adelaide Oshawa Realty Landlord

And

Christine Cave Tenant

Adelaide Oshawa Realty (the 'Landlord') applied for an order to terminate the tenancy and evict Christine Cave (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 7, 2026.

Only the Landlord's Representative, Daniel Pignataro, attended the hearing.

As of 9:33 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$1,063.46. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$34.96. This amount is calculated as follows: \$1,063.46 x 12, divided by 365 days.
5. The Tenant has paid \$1,413.46 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$7,559.44.
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.

Relief from eviction

9. The Landlord's Representative provided that the parties had reached a payment plan agreement and the Landlord's Representative suspected that is why the Tenant was not in attendance. The Landlord's Representative provided that the Tenant paid April's rent and the first payment of \$350.00 per the agreement reached by the parties. The Landlord's Representative indicated that the Landlord still wanted to honour the agreement as reached by the parties.
10. A copy of the payment agreement was uploaded to the Portal and signed by both the Tenant and the Landlord's Representative on March 24, 2026, however, no order under section 206 of the *Residential Tenancies Act*, 2006 (the 'Act') was issued before the hearing took place.
11. The Tenant did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application.
12. However, I find it fair in the circumstances to honour the terms as agreed to by the parties and evidenced by the signed payment agreement provided by the Landlord's Representative.
13. As such, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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 \$7,745.44 for arrears of rent up to April 30, 2026, inclusive of costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
May 1, 2026	\$350.00
June 1, 2026	\$350.00
July 1, 2026	\$350.00
August 1, 2026	\$350.00
September 1, 2026	\$350.00
October 1, 2026	\$350.00
November 1, 2026	\$350.00
December 1, 2026	\$350.00
January 1, 2027	\$350.00
February 1, 2027	\$350.00
March 1, 2027	\$350.00
April 1, 2027	\$350.00

May 1, 2027	\$350.00
June 1, 2027	\$350.00
July 1, 2027	\$350.00
August 1, 2027	\$350.00
September 1, 2027	\$350.00
October 1, 2027	\$350.00
November 1, 2027	\$350.00
December 1, 2027	\$350.00
January 1, 2028	\$350.00
February 1, 2028	\$350.00
March 1, 2028	\$45.44

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 May 2026 to March 2028, 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 April 30, 2026.

April 8, 2026
Date Issued

Nicole Pedron
 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.