



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005542-26

In the matter of: 12, 301 WEST ST N
ORILLIA ON L3V5E1

Between: 301 West St. N. Orillia Inc. Landlord

And

Adam Latondress Tenant

301 West St. N. Orillia Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Adam Latondress (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).

This application was heard by videoconference on March 23, 2026.

The Landlord's Agent, Debbie Mayerhofer, the Landlord's Legal Representative, Allison MacSporran, and the Tenant attended the hearing

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,581.71. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.00. This amount is calculated as follows: \$1,581.71 x 12, divided by 365 days.
5. The Tenant has paid \$665.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$7,202.04. The Tenant did not dispute the amount of the arrears.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,395.00 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.
9. Interest on the rent deposit, in the amount of \$190.57 is owing to the Tenant for the period from October 8, 2018 to March 23, 2026.

L2 Application – Persistent Late Payment of Rent

10. On January 19, 2026, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleged that the Tenant had paid rent late or not at all 12 times between January 2025 and January 2026.
11. The Tenant testified that he had a verbal agreement with the Landlord's Agent, Debbie Mayerhofer (DM), who owns the corporation that is the Landlord, that as long as the Tenant paid rent by the end of the month, there was no issue. DM testified and confirmed that she had told the Tenant that as long as rent was paid by the end of the month she was fine with that, however, the Tenant has not been paying rent at all and she did not agree with that. DM also testified that the Tenant has not had a zero balance of rent owing since April 2025.
12. Both parties agreed that the Tenant received a subsidy payment in September 2025, however this did not bring the rental arrears to a zero balance.
13. I am satisfied that the Landlord has established on a balance of probabilities that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 10 times between January 2025 and January 2026. This represents all the months where there continued to be an outstanding arrears balance.

Relief from Eviction

14. The Tenant testified that he lost his job in June 2025 and as of February 2026 he had found full-time employment. The Tenant testified that his monthly income is \$3,630.00 including child tax benefit and an Ontario Government Housing Subsidy. The Tenant proposed a payment plan of \$350.00 every two weeks. The Tenant testified that his average monthly expenses are approximately \$3,200.00 per month including his daughter's medications.
15. The Tenant testified that he has 2 children in his home, a 16 yr old child with ADHD, and an 18 yr old child with autism. The Tenant testified that he has been dealing with an issue that has affected his tooth and his eye. The Tenant further testified that he is hoping the Metis Nation of Ontario will be able to assist him with the arrears. The Tenant also testified that his work is only a 5-minute walk from the rental unit, and he does not know how long it would take to find alternative housing.

16. The Tenant testified that he had been living in the unit without heat for 2 years and that he had been using his mother's space heater. DM testified that the entire complex is on boiler heating and the Tenant has never told her there was an issue with the heating. DM further testified that inspections were completed on March 13, 2026, and the Tenant never raised an issue with the heat at the recent inspection. The Tenant did not provide any evidence on when he notified the Landlord of an issue with the heating.
17. Based on the evidence at the hearing, I am not satisfied that the Tenant ever brought any maintenance concerns to the attention of the Landlord. Not being satisfied that the Tenant raised the maintenance concerns with the Landlord, I am also not satisfied that the Tenant has established that the Landlord is in a serious breach within the meaning of section 83(3)(a) of the *Residential Tenancies Act, 2006* (the 'Act').
18. DM testified that she did not think the Tenant would abide by a payment plan, therefore is seeking a standard 11-day order.
19. 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. While I accept the arrears are not insignificant, I accept the Tenant's evidence regarding his expenses and his monthly income. While I do not think the Tenant can pay \$350.00 every 2 weeks, I am satisfied he is able to pay \$350.00 monthly towards the arrears. As a result, it would not be unfair to deny eviction subject to a payment plan. If the Tenant does not pay the arrears back according to the plan, the Landlord can bring an application to evict him under section 78.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$7,388.04 for arrears of rent up to March 31, 2026, inclusive of the filing fee.
3. The Tenant shall pay to the Landlord the amount in paragraph 2 of this order in accordance with the following schedule:
 - a. Starting April 2026 and ending November 2027, the Tenant shall pay to the Landlord \$350.00 per month on or before the last day of the month;
 - b. On or before December 31, 2027, the Tenant shall pay to the Landlord the remaining balance of \$388.04
4. Commencing May 1, 2026 and continuing until December 1, 2027, the Tenant shall pay to the Landlord the lawful monthly rent on or before the first day of the month.
5. If the Tenant fails to comply with any of the conditions set out in paragraphs 3 and 4 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (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. The Landlord must make the application within 30 days of the breach of a condition. This application is made to the LTB without notice to the Tenant.

April 14, 2026
Date Issued

Allana McComb
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.