



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

File Number: LTB-L-010021-26

In the matter of: 108, 37 VANIER DR
KITCHENER ON N2C2P6

Between: Hazelview Properties Services Inc Landlord

And

Margaret Kasara Tenant

Hazelview Properties Services Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Margaret Kasara (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 9, 2026.

The Landlord's legal representative Sean Beard 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). 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,239.62. It is due on the 1st day of each month.
4. The Tenant has paid \$5,175.00 to the Landlord since the application was filed. The Tenant indicated she made a payment of \$2,000.00 to the Landlord in the days prior to the hearing. The Landlord could not confirm the payment however indicated it would be applied to this order should it be verified.
5. The rent arrears owing to April 30, 2026 are \$2,573.33. This amount was not in dispute.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. Accordingly, the total amount the Tenant owes the Landlord is \$2,759.33.
8. The Tenant sought a payment plan for the balance of the arrears. While the Landlord did not consent, they also did not oppose the Tenant's request.
9. 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. I find this appropriate as the Tenant is a single mother of 4 and the quantum of arrears appears manageable given the evidence at the hearing.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,759.33 for arrears of rent up to April 30, 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. \$2,000.00 on or before April 20, 2026 (any payment made in the days prior to the hearing would be credited to this amount);
 2. \$100.00 beginning April 28, 2026, and on the 28th of every month up to (and including) October 28, 2026; and
 3. \$59.33 on or before November 28, 2026.
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 to November 2026 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 13, 2026
Date Issued

Brett Lockwood
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.