



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-091108-25

In the matter of: Unit #3, 237 SIXTH AVE
LIVELY ON P3Y1M4

Between: Maximum Construction North Limited Landlord

And

Kya-Lynn Adavastro-Aitkenhead Tenant

Maximum Construction North Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Kya-Lynn Adavastro-Aitkenhead (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 13, 2026.

The Landlord's representative, Yvan Pilon, the Landlord, and the Landlord's agent, Kimberly Knobel, 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.

What is the lawful rent?

3. The Landlord testified that the lawful rent is \$2,150.00 as the Tenant's rent was increased based on an N2 notice. The Tenant did not agree with the Landlord and testified that the Landlord increased her rent from \$1,650.00 to \$2,150.00 in bad faith due to an incident that occurred in the rental unit, that involved the fire department having to break down the rental unit door to obtain access to the inside as the Tenant's 3 year old daughter had locked the Tenant out.
4. The Landlord submitted that they were able to increase the rent on an N2 notice as the rental unit is exempt from guideline increases as the rental unit was built for the purposes of residential occupation on or about July 2020. The Landlord adduced an occupancy

certificate into evidence which supported their position that the rental unit was first occupied for the purposes of residential occupation on July 15, 2020.

5. A copy of the N2 notice of rental increase was submitted into evidence. The N2 notice clearly outlines that as of August 1, 2025, the Tenant's rent was increasing to \$2,150.00. The Tenant had continued paying \$1,650.00 as she believed the Landlord was only increasing her rent in bad faith.
6. While I understand the Tenant is not agreeable to the rent increase as it is above rent guidelines, the Landlord was legally entitled to increase the rent above guideline as the rental unit is exempt from guideline increases. The rental unit was first occupied for the purposes of residential occupation after November 15, 2018, making it exempt from guideline increases.
7. Therefore, the lawful rent is \$2,150.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$70.68. This amount is calculated as follows: \$2,150.00 x 12, divided by 365 days.
9. The Tenant has paid \$10,400.00 to the Landlord since the application was filed.
10. Once I made the finding on the lawful rent being \$2,150.00 there was no dispute that the rent arrears owing to April 30, 2026 are \$4,000.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,650.00 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.
13. Interest on the rent deposit, in the amount of \$101.58 is owing to the Tenant for the period from September 25, 2023 to April 13, 2026.
14. The Tenant requested relief from eviction and proposed a payment plan in which she pays \$500.00 on the 15th of every month until rent arrears are paid in full. The Landlord opposed. 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. Although the Tenant had recently lost her job, she testified that she still has enough money saved to comply with the above payment plan. Furthermore, the Tenant has paid the Landlord \$10,400.00 since the filing of the application, which to me, demonstrates good faith and intention to continue paying her lawful rent.

It is ordered that:

1. The Tenant shall pay the Landlord \$4,186.00 for the rent arrears owing up to April 30, 2026, inclusive of the cost of filing the application.
2. The Tenant shall pay the amount in paragraph 1 as follows:

- a) \$500.00 by May 15, 2026;
 - b) \$500.00 by June 15, 2026;
 - c) \$500.00 by July 15, 2026;
 - d) \$500.00 by August 15, 2026;
 - e) \$500.00 by September 15, 2026;
 - f) \$500.00 by October 15, 2026;
 - g) \$500.00 by November 15, 2026;
 - h) \$500.00 by December 15, 2026; and
 - i) \$186.00 by January 15, 2027.
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 1, 2026 to January 31, 2026, or until rent arrears are paid in full, whichever date comes first.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 or 3 of 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 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 April 30, 2026. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the Board without notice to the Tenant.

April 16, 2026
Date Issued

Vishal Nanda
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.