



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hazelview Properties Services Inc v Dicks, 2026 ONLTB 30702

Date: 2026-04-15

File Number: LTB-L-010146-26

In the matter of: 307, 400 PARKSIDE DR
WATERLOO ON N2L6E5

Between: Hazelview Properties Services Inc Landlord

And

Linda Dicks Tenants
Gary Dicks
Alisha Dicks

Hazelview Properties Services Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Linda Dicks, Gary Dicks and Alisha Dicks (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's representative, Sean Beard and the Tenant, Alisha Dicks attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,224.25. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$73.13. This amount is calculated as follows: \$2,224.25 x 12, divided by 365 days.
5. The Tenants have paid \$1,797.00 to the Landlord since the application was filed.
6. It was undisputed the rent arrears owing to April 30, 2026 are \$5,960.43.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

8. The Tenant, Alisha Dicks ("AD"), testified that the Tenants are now in a position to pay the ongoing rent plus \$400.00 toward arrears. AD then provided testimony regarding his income and expenses.
9. The Landlord's Representative provided that the Landlord was seeking a standard voidable eviction order.
10. However, the Act, like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
11. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
12. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
13. Here, AD provided evidence of her willingness and ability to pay both the ongoing rent and the arrears. I therefore find that it is not unfair to issue a conditional order that reflects the payment plan AD proposed at the hearing.
14. As such, 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.

It is ordered that:

1. The Tenants shall pay to the Landlord \$6,146.43, which represents the arrears of rent and costs outstanding for the period ending April 30, 2026.
2. The Landlord's application for eviction of the Tenants is denied on the condition that:
 - (a) The Tenants shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

Date Payment Due	Amount of Payment
On or before April 22, 2026.	\$400.00

Date Payment Due	Amount of Payment
On or before May 15, 2026.	\$400.00
On or before June 15, 2026.	\$400.00
On or before July 15, 2026.	\$400.00
On or before August 15, 2026.	\$400.00
On or before September 15, 2026.	\$400.00
On or before October 15, 2026.	\$400.00
On or before November 15, 2026.	\$400.00
On or before December 15, 2026.	\$400.00
On or before January 15, 2027.	\$400.00
On or before February 15, 2027.	\$400.00
On or before March 15, 2027.	\$400.00
On or before April 15, 2027.	\$400.00
On or before May 15, 2027.	\$400.00
On or before June 15, 2027.	\$400.00
On or before July 15, 2027.	\$146.43

3. The Tenants 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 July 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing. Also, the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay the amount due and owing under this order and any new arrears, NSF fees and related charges that became owing after April 30, 2026. The order that results from this section 78 application is usually issued without a hearing.

April 15, 2026
Date Issued

Joshua Labbe
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.