



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

File Number: LTB-L-009172-26

In the matter of: 216, 2061 PROSPECT ST
TORONTO ON L7R1Z3

Between: Benstar (NO.3) Limited Partnership Landlord

And

Asha Walton Tenants
Tremayne St. Kitts

Benstar (NO.3) Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Asha Walton and Tremayne St. Kitts (the 'Tenant') because the Tenants did not pay the rent that the Tenants owe,

This application was heard by videoconference on April 14, 2026.

The Landlord's Legal Representative, Sean Beard attended the hearing.

The Tenants attended the hearing and spoke to Tenant Duty Counsel prior to the hearing.

Amending the Application:

1. The application is amended to correct a clerical error on the application changing the city in which the rental unit is located from Toronto to Burlington.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,909.81. It is due on the 1st day of each month.
4. The Tenants have paid \$2,550.00 to the Landlord since the application was filed.

5. The Landlord claims rent arrears owing to April 30, 2026, are \$9,709.72.
6. The Tenants do not dispute the rent arrears owing except for \$400.00 for a \$100.00 monthly parking fee for November and December of 2025, and January and February 2026. They emailed the Landlord mid October 2025, and advised they no longer required the secondary parking spot. They followed up on October 31, 2025, November 28, 2025, December 3, 2025, and February 2, 2026, regarding the cancellation of the parking spot. The Landlord emailed them back on February 9, 2026, that stated the parking spot has been cancelled and they would be credited for the months they did not use it. DOC-7705352.
7. The Landlord's Legal Representative states the email from the Landlord to the Tenants does not specify the dates the \$100.00 monthly parking fee would be credited to the Tenants.
8. I find the \$100.00 parking credit should have been credited to the Tenants account as of November 2025, as the Tenants emailed the Landlord in mid October 2025 with this request. The Landlords email from February 9, 2026, from the Landlord to the Tenants states they will be credited for months they did not use the parking space. I find that they gave up the parking space in mid October and therefore was not using the parking space as of November 1, 2025, and should be credited accordingly. Therefore, the arrears are deducted by \$400.00 to represent a credit that should have been applied to the Tenants arrears for the months of November and December 2025 and January and February 2026 for giving up their secondary parking space.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. Accordingly, the total amount the Tenants owe for arrears to April 30, 2026, is \$9,309.72 plus the \$186.00 filing fee for a total of \$9,495.72.
11. The Tenants testified they got behind in their rent as they had a baby in May 2025, and the Tenant, Asha Walton has had issues with immigration and had to stop working in March 2025, as a result. She is on a leave of absence from her work until her immigration issue is resolved. She is uncertain for a timeline on her immigration issue but is hopefully it will be soon.
12. As a result, they currently just have one income, which is approximately \$3,500.00 per month.
13. They testified both their parents can help them financially until the immigration issue is resolved.

Relief from Eviction

14. The Tenants are seeking a payment plan and proposed that they could afford \$600.00 per month until the arrears are paid off.

15. The Landlord's Legal Representative states he does not believe the Tenants can sustain the rent payments and the additional \$600.00 per month.
16. 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.
17. Bearing in mind that eviction is a remedy of last resort, I find it would not be unfair to provide the Tenants with relief from eviction in the form of a payment plan.
18. I accept the Tenants assertion that they can restore this tenancy to good standing, and a payment plan would also provide the Landlord with immediate recourse in the event of a breach of the payment plan.

It is ordered that:

1. The Tenants shall pay to the Landlord \$9,495.72 for arrears of rent and the filing fee April 30, 2026.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$600.00 on the 1st day of the month commencing May 1, 2026 until July 1, 2027 (15 months).
 - \$495.72 on or before August 1, 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 2026 to August 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 and the Landlord may, without notice to the Tenants, 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 Tenants and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after April 30, 2026.

April 20, 2026
Date Issued

Trish Carson
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.