



Order under Section 69 Residential Tenancies Act, 2006

Citation: Laughlin v Peddie, 2026 ONLTB 31767

Date: 2026-04-21

File Number: LTB-L-000303-26

In the matter of: 1, 48 MCCAMUS AVE
KIRKLAND LAKE ON P2N2J7

Between: Maureen Laughlin Landlord

And

Havin Peddie Tenant

Maureen Laughlin (the 'Landlord') applied for an order to terminate the tenancy and evict Havin Peddie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 11, 2026.

The Landlord, the Landlord's Legal Representative Ze Hao Liu 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 \$1,900.00. It is due on the 1st day of each month.
4. The Tenant has paid \$3,800.00 to the Landlord since the application was filed.
5. The rent arrears owing to March 31, 2026 are \$3,800.00.
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 \$3,986.00.

8. 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.
9. The Tenant wishes to maintain the tenancy and does not dispute the arrears owing. She has resided in the rental unit since August, 2024.
10. The Tenant testified that she went through a period of struggling with mental health and substance abuse and had given up temporary custody of her three children.
11. She now has full custody of her three children ages 3, 6 and 8 and is getting her life back on track. She states her monthly income is \$2626.00 per month and wishes to pay \$200.00 in addition to the monthly rent to pay of the arrears.
12. The Landlord does not believe that the tenancy is still viable as the tenant had regularly paid late during the tenancy and the proposed repayment plan is not enough to support the Landlord's financial obligations.
13. Based on the evidence before me the Tenant is able to afford to pay \$200.00 in additional to her monthly rent each month towards arrears. The Landlord did not provide details as to how the additional \$200.00 towards arrears would not meet their financial obligations.
14. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
15. Having considered the submissions and testimony of the parties and all of the disclosed circumstances, I find the Tenant's request reasonable. The Tenant shall be given the opportunity to preserve the tenancy under the conditions set out in this order. The Landlord will have the added security of section 78 of the Act attaching to the order should the Tenant fail to comply with the terms of this order.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,986.00 for arrears of rent up to March 31, 2026 and costs.
2. The Tenant shall also pay rent owing, if any for April, 2026 by May 1, 2026.

3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

	<u>DATE OF PAYMENT:</u>	<u>AMOUNT OF PAYMENT:</u>
1.	On or before May 1, 2026	\$200.00
2.	On or before June 1, 2026	\$200.00
3.	On or before July 1, 2026	\$200.00
4.	On or before August 1, 2026	\$200.00
5.	On or before September 1, 2026	\$200.00
6.	On or before October 1, 2026	\$200.00
7.	On or before November 1, 2026	\$200.00
8.	On or before December 1, 2026	\$200.00
9.	On or before January 1, 2027	\$200.00
10.	On or before February 1, 2027	\$200.00
11.	On or before March 1, 2027	\$200.00
12.	On or before April 1, 2027	\$200.00
13.	On or before May 1, 2027	\$200.00
14.	On or before June 1, 2027	\$200.00
15.	On or before July 1, 2027	\$200.00
16.	On or before August 1, 2027	\$200.00
17.	On or before September 1, 2027	\$200.00
18.	On or before October 1, 2027	\$200.00
19.	On or before November 1, 2027	\$200.00

	<u>DATE OF PAYMENT:</u>	<u>AMOUNT OF PAYMENT:</u>
20.	On or before December 1, 2027	\$186.00
	TOTAL	\$3,986.00

4. 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 December 1, 2027, or until the arrears are paid in full, whichever date is earliest.
5. 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 March 31, 2026.

April 21, 2026
Date Issued

 Sean Ramage
 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.