Order under Section 69
Residential Tenancies Act, 2006

Citation: 6965083 Canada Inc. c/o BentallGreenOak (Canada) LP v Vassell, 2026 ONLTB 31893
Date: 2026-04-20
File Number: LTB-L-011411-26

In the matter of: 516, 15 MARTHA EATON WAY
NORTH YORK ON M6M5B5

Between: 6965083 Canada Inc. c/o BentallGreenOak (Canada) LP — Landlord

And

Shanyka Alona Vassell — Tenant

6965083 Canada Inc. c/o BentallGreenOak (Canada) LP (the 'Landlord') applied for an order to terminate the tenancy and evict Shanyka Alona Vassell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on April 16, 2026.

The Landlord's Representative, Preston Haynes, 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.
3. The lawful rent is $2,419.70. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is $79.55. This amount is calculated as follows: $2,419.70 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. It was undisputed that the rent arrears owing to April 30, 2026, are $7,387.40.
7. The Landlord is entitled to $60.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 3 cheques given by or on behalf of the Tenant which were returned NSF.

8. However, the Landlord's Representative could not substantiate the NSF was a cheque and not some other form of payment. Section 17(5) of O.Reg 516/06 specifically provides that the administration charge is for an NSF cheque. As there was no evidence of an NSF cheque, I cannot allow the administration charge and the Landlord's Representative withdrew the request for the NSF administration charges.

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

Relief from eviction

10. The Tenant testified that she was able to pay the ongoing rent as of May 1, 2026, and would be able to pay $300.00 a month toward the arrears on the 20th of each month starting on May 20, 2026. The Tenant then testified as to her current income and expenses.

11. The Tenant testified that she is a full-time caregiver for her mother, but her mother does not live in the rental unit. The Tenant testified that she has two children aged 13 and 11 who live with her that go to school in the area of the rental unit. The Tenant testified that she and the children are established in the area and move would be disruptive, so the Tenant is prepared to make her payment plan work.

12. The Landlord's Representative provided that the Landlord was open to a 6-month payment plan but that was beyond the Tenant's means. The Landlord's Representative provided that a 2-year payment plan was prejudicial to the Landlord as it was excessive and the Landlord depends on on-time rental payments to maintain the rental unit.

13. I accept the Tenant's evidence regarding her ability to pay the ongoing rent and adhere to her proposed payment plan. While I accept that the arrears have had an impact on the Landlord, I am not satisfied based on the evidence provided that the Landlord is experiencing financial hardship such that it would be unfair to grant relief. In my view, it would not be unfair to issue a conditional order in order to give the Tenant an opportunity to preserve the tenancy. If they fail to meet the terms of the conditional order the Landlord may apply under section 78 of the Act for eviction.

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 Tenant shall pay to the Landlord $7,573.40 for arrears of rent up to April 30, 2026, inclusive of costs.

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

Payment Date	Payment Amount
May 20, 2026	$300.00

June 20, 2026	$300.00
July 20, 2026	$300.00
August 20, 2026	$300.00
September 20, 2026	$300.00
October 20, 2026	$300.00
November 20, 2026	$300.00
December 20, 2026	$300.00
January 20, 2027	$300.00
February 20, 2027	$300.00
March 20, 2027	$300.00
April 20, 2027	$300.00
May 20, 2027	$300.00
June 20, 2027	$300.00
July 20, 2027	$300.00
August 20, 2027	$300.00
September 20, 2027	$300.00
October 20, 2027	$300.00
November 20, 2027	$300.00
December 20, 2027	$300.00
January 20, 2028	$300.00
February 20, 2028	$300.00
March 20, 2028	$300.00
April 20, 2028	$300.00
May 20, 2028	$300.00
June 20, 2028	$73.40

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 June 2028, 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 20, 2026

Date Issued

Nicole Pedron
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.