



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-012981-26

In the matter of: 607, 5257 DRUMMOND RD
NIAGARA FALLS ON L2E 6E8

Between: Camelot Properties Landlord

and

Tanya Thomas Tenant

Camelot Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Tanya Thomas (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 20, 2026.

The Landlord's representative, Amanda Ashburn and agent Stephanie Sparaga, 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 \$1,082.14. It is due on the 1st day of each month.
4. The rent arrears owing to April 30, 2026 are \$5,090.98.
5. The Landlord's representative referred to a returned cheque from the bank which confirms the NSF fee claimed. I am satisfied that the Landlord is entitled to \$7.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Therefore, the total amount the Tenant owes the Landlord is \$5,283.98.
8. The Tenant did not contest the amount owed.

Relief from Eviction

9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I 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.
10. The Tenant testified that her youngest son has been diagnosed with cancer and her second child passed away. The Tenant indicated that she has been on unemployment but has returned back to work full time. The Tenant requested a payment plan and to preserve her tenancy. She further testified regarding her income and expenses and indicated that she is able to pay \$350.00 per month towards the arrears in addition to her rent.
11. The Landlord's representative requested an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order.
12. The Landlord objected to the Tenant's proposed payment plan. It is the Landlord's position that the tenancy is not viable, and that further delay would cause financial prejudice to the Landlord. Although the Landlord's representative did not refer to an order or a Board file number for which the Tenant was previously required to pay arrears, she indicated that I could search the Board's record and see that the Tenant was in arrears in the past and was ordered a payment plan, which the Tenant satisfied.
13. Although the Tenant did not file any documentary evidence regarding her monthly income and expenses, I found her testimony to be credible. I am satisfied that the Tenant is able to make payments towards the arrears while continuing to pay the ongoing rent given her income and expenses. The payment plan also provides the Landlord with a clear schedule for repayment and an enforcement order in the event of a default.
14. I have also considered the Landlord's objection to the proposed payment plan. While the Landlord's representative submitted that further delay or payment plan would cause prejudice, no documentary evidence was provided in support of that position.
15. Therefore, based on the evidence before me I find it is reasonable to provide the Tenant with an opportunity to preserve her tenancy and pay the arrears in installments.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,283.98 for arrears of rent up to April 30, 2026, which includes the NSF charge and the filing fee for the application, in accordance with the following schedule:

<u>Date of Payment</u>	<u>Amount</u>
May 20, 2026	\$350.00
June 20, 2026	\$350.00
July 20, 2026	\$350.00
August 20, 2026	\$350.00
September 20, 2026	\$350.00
October 20, 2026	\$350.00

November 20, 2026	\$350.00
December 20, 2026	\$350.00
January 20, 2027	\$350.00
February 20, 2027	\$350.00
March 20, 2027	\$350.00
April 20, 2027	\$350.00
May 20, 2027	\$350.00
June 20, 2027	\$350.00
July 20, 2027	\$383.98

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 July 31, 2027, 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 27, 2026
Date Issued

Adeela Alvez
 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.