



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

File Number: LTB-L-011390-26

In the matter of: 1009, 222 NONQUON RD
OSHAWA ON L1G3S6

Between: Bedford Properties & Estates Ltd. Landlord

And

KATHRYN FINCH Tenant

Bedford Properties & Estates Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict KATHRYN FINCH (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 22, 2026.

The Landlord's Legal Representative, Sharon Harris 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 \$1,160.51. It is due on the 1st day of each month.
4. The Tenant has paid \$2,321.02 to the Landlord since the application was filed.
5. The rent arrears owing to April 30, 2026 are \$2,321.02.
6. The Landlord is entitled to \$80.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 4 payments given by or on behalf of the Tenant which were returned NSF.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. Accordingly, the total amount the Tenant owes the Landlord is \$2,587.02.
9. 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.
10. The Tenant sought an order granting relief from eviction in the form of a payment plan that would last approximately 6 months. Given the low arrears and the short duration of the payment plan, I find that it would not be unfair to grant the payment plan to allow the Tenant an opportunity to pay the rent in full.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,587.02 for arrears of rent up to April 30, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Amount of Payment
May 1, 2026	\$50.00
May 31, 2026	\$2,321.02
June 1, 2026	\$50.00
July 1, 2026	\$50.00
August 1, 2026	\$50.00
September 1, 2026	\$50.00
October 1, 2026	\$16.00

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 October 1, 2026, 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.

May 1, 2026

Date Issued

Christopher Lin

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.