



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

File Number: LTB-L-002118-26

In the matter of: 212, 875 WONDERLAND RD S
LONDON ON N6K3N1

Between: WONDERLAND TOWERS Landlord

And

CHARMAINE TAVARES Tenant

WONDERLAND TOWERS (the 'Landlord') applied for an order to terminate the tenancy and evict CHARMAINE TAVARES (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Legal Representative, Nicole Ruby, 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 \$1,299.62. It is due on the 1st day of each month.
4. The Tenant has paid \$30.57 to the Landlord since the application was filed.
5. The rent arrears owing to March 31, 2026 are \$5,895.03.
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 \$6,081.03

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 Landlord's Legal Representative indicated that they would be willing to enter into a payment plan for the arrears, but that their instructions indicated that this arrears period was not to exceed six (6) months. Otherwise, the Landlord is seeking a standard order of termination.
10. The Tenant testified that she lost her job in November 2025 and that she has recently been accepted for Ontario Works. She is currently seven (7) months pregnant and has another child currently in grade 11. Her partner has recently obtained employment and she is anticipating that he will be able to contribute to the arrears owing soon. She submitted that she has been looking for another place to live but would prefer to preserve the tenancy and would enter into a payment plan, of at least a year in length, with payments due on the 20th of the month.
11. According to section 83 of the Act, when the Board hears an application for an order evicting a tenant, the Board must consider whether there are any circumstances that support granting relief from eviction. 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."
12. I acknowledge eviction is a remedy of last resort. On a balance of probabilities, I am satisfied that the Tenant will be able to satisfy her proposed payment plan, particularly in light of her acceptance into the Ontario Works program and the recent employment of her partner, which should improve her financial circumstances.
13. I do not find the length of the proposed plan to be unreasonable in the circumstances. Having considered the parties' respective positions and the Tenant's personal circumstances, I find that a conditional order is appropriate. Any prejudice to the Landlord is mitigated by the inclusion of a section 78 clause in this order.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6,081.03 for arrears of rent up to March 31, 2026 and costs.

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

Payment Due Date	Payment Amount
On or before the 20 th of the month, for the period May 20, 2026 to April 20, 2027	\$500.00/month
On or before May 20, 2027	\$81.03

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 May 1, 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 March 31, 2026.

April 30, 2026
Date Issued

 Curtis Smith
 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.