



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1445637 Ontario Inc v Sparks, 2026 ONLTB 34924

Date: 2026-05-04

File Number: LTB-L-094802-25

In the matter of: 151 MULLIN ST
MARKDALE ON N0C1H0

Between: 1445637 Ontario Inc Landlord

And

Josh Sparks Tenant

1445637 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Josh Sparks (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 13, 2026.

The Landlord's Agents Amanda Ponce and Robert Newbatt 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 \$2,600.00. It is due on the 1st day of each month.
4. The Tenant has paid \$2,600.00 to the Landlord since the application was filed.
5. The rent arrears owing to April 30, 2026 are \$14,050.00.
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 \$14,236.00.

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 has resided in the rental unit for the past two years. His 11 year old daughter also resides in the rental unit on a part time.
10. The Tenant stated that his father was diagnosed with cancer and since that time he has missed work assisting him personally and in attending appointments.
11. The Tenant confirmed that his monthly income is approximately \$3,600.00 and that he is able to pay \$3,000.00 to the Landlord towards arrears immediately and then another \$1,000.00 by the end of the week. After those payments are made the Tenant proposes to pay off the balance of the arrears via monthly payments of \$450.00 until the arrears are paid off.
12. The Landlord's Agents state that the Tenant had previously offer payments at various times, but had not provided any to the Landlord any payments.
13. Based on the evidence before me the Tenant is able to afford to pay \$450.00 in addition to his monthly rent each month towards arrears. The Landlord did not provide details as to how or if the Tenants proposed payment plan would affect the Landlord in meeting it financial obligations associated with the rental unit.
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 \$14,236.00 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:

Payment Date	Payment Amount
On or before May 15, 2026	\$4,000.00 (unless previously paid after the hearing date)
On or before June 1, 2026	\$450.00
On or before July, 2026	\$450.00
On or before August 1, 2026	\$450.00
On or before September 1, 2026	\$450.00
On or before October 1, 2026	\$450.00
On or before November 1, 2026	\$450.00
On or before December 1, 2026	\$450.00
On or before January 1, 2027	\$450.00
On or before February 1, 2027	\$450.00
On or before March 1, 2027	\$450.00
On or before April 1, 2027	\$450.00
On or before May 1, 2027	\$450.00
On or before June 1, 2027	\$450.00
On or before July 1, 2027	\$450.00
On or before August 1, 2027	\$450.00
On or before September 1, 2027	\$450.00
On or before October 1, 2027	\$450.00
On or before November 1, 2027	\$450.00
On or before December 1, 2027	\$450.00
On or before January 1, 2028	\$450.00
On or before February 1, 2028	\$450.00
On or before March 1, 2028	\$450.00
On or before April 1, 2028	\$336.00
TOTAL	\$14,236.00

3. If not already paid, the Tenant shall pay the rent for the month of May 2026 by May 15, 2026.
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 June 1, 2026 to April 1, 2028, 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 April 30, 2026.

May 4, 2026
Date Issued

Sean Ramage
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.