



Order under Section 69 Residential Tenancies Act, 2006

Citation: SKPM Rents 20 v Lamang, 2026 ONLTB 34915

Date: 2026-05-04

File Number: LTB-L-011822-26

In the matter of: 301, 3890 BATHURST ST
NORTH YORK ON M3H3N5

Between: SKPM Rents 20 Landlord

And

Maria Luisa Lamang Tenant

SKPM Rents 20 (the 'Landlord') applied for an order to terminate the tenancy and evict Maria Luisa Lamang (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 28, 2026.

The Landlord's Representative, Sylwia McArthur, 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 \$2,069.85. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$68.05. This amount is calculated as follows: \$2,069.85 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 \$8,279.40.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$2,011.03 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$13.65 is owing to the Tenant for the period from January 1, 2026, to April 28, 2026.

Relief from eviction

10. The Tenant testified that she had a car accident, and her son had been laid off work so they got behind, but they were both back to work now and in a better financial position. The Tenant testified as to the monthly household income and expenses. The Tenant testified that she was able to pay the ongoing rent starting May 1, 2026, and could pay \$800.00 per month toward the arrears starting May 20, 2026.
11. The Landlord's Representative indicated that her instructions were that the Landlord was open to a 6-month payment plan, but the Tenant's proposal put the payment plan past 6 months. Otherwise, the Landlord was open to a delayed termination of 30 days.
12. I accept the Tenant's evidence regarding her ability to pay the ongoing rent and adhere to her proposed payment plan. I am not satisfied 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 *Residential Tenancies Act*, 2006 (the 'Act') for eviction.
13. As such, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
14. Given the date this order will issue, the rent for May 2026 will have come due prior to the order issuing. The Tenant was instructed at the hearing that rent for May 2026 will have to have been paid on or before May 1, 2026, in accordance with this order and failure to do so may be considered by the Landlord to be a breach of the order. The Tenant indicated that she understood.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,465.40 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	\$800.00
June 20, 2026	\$800.00
July 20, 2026	\$800.00
August 20, 2026	\$800.00

September 20, 2026	\$800.00
October 20, 2026	\$800.00
November 20, 2026	\$800.00
December 20, 2026	\$800.00
January 20, 2027	\$800.00
February 20, 2027	\$800.00
March 20, 2027	\$465.40

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 March 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.

May 4, 2026
Date Issued

 Nicole Pedron
 Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.