



Order under Section 69 Residential Tenancies Act, 2006

Citation: LML Properties Inc. v Barnes, 2026 ONLTB 35917

Date: 2026-05-08

File Number: LTB-L-014669-26

In the matter of: 1, 863 DEVINE ST
SARNIA ON N7T1X3

Between:	LML Properties Inc.	Landlord
	And	
	Scott Barnes	Tenants
	Laurie Vansickle	

LML Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Scott Barnes and Laurie Vansickle (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 27, 2026.

The Landlord's Legal Representative, Kristen Jarvis, and the Tenants attended the hearing. The Tenants consulted with Tenant Duty Counsel prior to the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent ('N4 Notice'). The Tenants 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 Tenants are still in possession of the rental unit.
3. The lawful rent is \$1,130.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.15. This amount is calculated as follows: \$1,130.00 x 12, divided by 365 days.
5. The Tenants have paid \$2,260.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$1,240.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Tenants disputed the amount of rent arrears owed to the Landlord. They testified there are maintenance issues in the unit and although they did pay the monthly rent for months of March and April 2026, it is their belief they should be compensated for monies spent trying to control the cockroach infestation in their unit.
9. At the hearing it was apparent the Tenants sought to pursue their own claims pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act').
10. The provision says that a tenant shall be permitted to raise any issue that could be the subject of an application if the tenant complies with the notice requirements under the Act or provides an explanation satisfactory to the LTB explaining why the tenant could not comply. Section 82(2) of the Act requires a tenant to give advance written notice to a landlord and to the LTB of the tenant's section 82 issues. Pursuant to Rule 19.4 of the LTB's Rules of Procedure, the tenant must do so at least 7 days prior to the hearing.
11. The Tenants have not complied with section 82 of the Act. The Tenants testified they were not aware of the requirements and were unable to consult with their local community legal clinic until the day of the hearing.
12. As explained at the hearing, the Tenants have not met the requirements of section 82 to proceed with their claims in this application, and therefore any maintenance issues will not be considered. The Tenants were advised that, although their alleged maintenance issues cannot be addressed in this proceeding, they are not precluded from filing their own application with the LTB.
13. Given the explanation provided at the hearing, the Tenants testified that they no longer dispute the rent arrears owing to the Landlord. They requested that a repayment plan be imposed and explained that they have the financial capacity to make an additional monthly payment of \$119.00 in addition to the monthly rent.

Relief from eviction

14. The Landlord's representative submitted that the Landlord is seeking an 11-day standard order. She further submitted that the Landlord does not have confidence that the Tenants will be able to comply with a repayment plan, and that the Tenants' proposed plan would extend over a twelve-month period, which the Landlord does not accept.
15. The Tenants testified that they do not wish to vacate the rental unit. They explained that they have resided in the unit since 2014 and consider it their home. They further stated that, as seniors, securing alternative accommodation would be difficult given their age and limited support. The Tenants testified that they have the financial capacity to make monthly payments toward the rent arrears and requested that a repayment plan be imposed.
16. 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.
17. The Tenants are senior citizens and have resided in the rental unit for twelve years. There was no evidence before me demonstrating that they have previously been unable to pay the monthly rent, and their monthly income and expenses indicate that they have the financial capacity to comply with a repayment plan. Based on the evidence before me, the Tenants

owe slightly more than one month's rent to the Landlord. I am satisfied that the prejudice to the Tenants, in these circumstances, outweighs any prejudice to the Landlord. Accordingly, a repayment plan shall be imposed pursuant to section 78 of the Act.

18. The Landlord's representative and the Tenants were provided with my decision orally at the hearing. The Tenants confirmed they understood the lawful monthly rent must be paid on May 1, 2026 and if not paid, the Landlord may file an application for eviction in accordance with section 78 of the Act.

It is ordered that:

1. The Landlord's application for eviction of the Tenants is denied on the condition that the Tenants shall pay to the Landlord \$1,426.00, which represents the rent and costs owing up to and including April 30, 2026.
2. The Tenants shall make the following payments to the Landlord in respect of the monies owed under paragraph 1 of this order:
 - a) **\$119.00 (arrears and costs)** on or before June 1, 2026 and every month thereafter on or before the first (1st) day of each corresponding month for a total of eleven (11) months, up to and including April 1, 2027; and
 - b) **\$117.00 (balance of arrears)** on or before May 1, 2027 (the 12 month).
 - c) The Tenants shall also pay the lawful monthly rent for the months of May 2026 up to and including April 2027 in full, and on or before the first (1st) day of each corresponding month.
3. If the Tenants fail to make any of the payments in accordance with paragraph 2 of this order, and by the dates required, then:
 - a) The Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenants, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a payment condition set out in paragraph 2 of this order.
 - b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

May 8, 2026
Date Issued

 Susan Priest
 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.