



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1212763 Ontario Ltd. v Joslyn, 2026 ONLTB 36174

Date: 2026-05-08

File Number: LTB-L-012070-26

In the matter of: 302, 190 EXBURY RD
NORTH YORK ON M3M1R8

Between: 1212763 Ontario Ltd. Landlord

And

Kenisha Joslyn Tenant

1212763 Ontario Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Kenisha Joslyn (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 30, 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 \$1,398.91. It is due on the first day of each month.
4. The rent arrears owing to April 30, 2026 are \$5,595.64.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenant owes the Landlord is \$5,781.64.
7. The Tenant submitted that because of renovations occurring at the hotel that she is employed at that there has been reduced capacity of clientele, and her hours

have been reduced. This circumstance has resulted in her inability to pay the Landlord any rent for the last four months.

8. Currently the hotel renovations are concluding, and room capacity has been increasing steadily; she does not foresee any reductions in the 40 hours of work that she is usually scheduled. When working at full capacity, she earns between \$3,500.00 and \$4,000.00 per month inclusive of earnings as an Uber driver.
9. On review of her ongoing monthly expenses, totalling approximately \$1,974.00 as payable to various loans, insurance, cell phone service provider and groceries; once rent is considered the expenses are about \$3,372.91.
10. The Tenant submitted that any wages she had received for the past period have been allocated towards the payment of other financial obligations, some of which are directly debited from her account before she could assess what is left and pay any amount to the Landlord towards rent.
11. The Tenant said that she will be unable to pay May rent due on the first day until May 21, 2026 and that she would be obtaining a loan from her cousin to be available mid June 2026 in the amount of \$4,000.00 that will be applied to the rent arrears directly. She wishes to preserve her tenancy.
12. The Landlord seeks a standard order for arrears and eviction noting that the parties have been before the LTB seven (7) times since 2021. That the Board should consider that the Tenant has prioritized the payment of all other bills and has not paid the Landlord any rent for a period of four months. And that the ongoing and repeat filings and attendances at Board are as a result of the Tenant using the Board's time and resources inappropriately.

Relief from eviction

13. 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.
14. In arriving at the determination, I have considered that the reduction of work hours has contributed to the Tenant's inability to pay rent to the Landlord, this is a no-fault situation. Notwithstanding, this does not absolve the Tenant from her contractual obligation to pay rent, and in this case the evidence is that while other bills have been paid, the Landlord has not received any amounts towards the payment of rent for the period of January to April 2026.
15. I have also considered that if the Tenant budgets accordingly and continues with the part time employment as an Uber driver to supplement her regular income that there will be enough financial resources to pay down the arrears and preserve her tenancy. As the lease commenced in the name of her parent(s), the tenancy is outlined to have been entered into on or about August 1, 2009. The rental unit has been a family home for many years.

16. Effectively the Tenant is being offered one last chance to preserve her tenancy.
17. If the Tenant breaches any of the terms outlined below the Landlord may exercise their right to apply to the Board under section 78 of the Residential Tenancies Act, 2006, without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.
18. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,781.64 for arrears of rent up to April 30, 2026 and costs.
2. The Tenant shall pay rent due on May 1, 2026, on or before May 21, 2026.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$4,000.00 on or before June 20, 2026;
 - \$400.00 on or before July 20, 2026;
 - \$400.00 on or before August 20, 2026;
 - \$400.00 on or before September 20, 2026;
 - \$400.00 on or before October 20, 2026; and
 - \$181.64 on or before November 20, 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 2026 to November 2026, 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 paragraphs 1 and 2 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 8, 2026
Date Issued

Alicia Johnson
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.