



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1051 SENECA AVENUE APTS v GRANVILLE, 2026 ONLTB 36865

Date: 2026-05-07

File Number: LTB-L-101377-25

In the matter of: 711, 1051 SENECA AVE
MISSISSAUGA ON L5G3X6

Between: 1051 SENECA AVENUE APTS

Landlord

And

ROBERT GRANVILLE
TAMARA PARKES

Tenant

1051 SENECA AVENUE APTS (the 'Landlord') applied for an order to terminate the tenancy and evict ROBERT GRANVILLE and TAMARA PARKES (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 4, 2026.

The Landlord's Legal Representative, Elizaveta Povargo, and the Tenant, Tamara Parkes, attended the hearing.

The Landlord filed a request to amend the application due to errors as to the amount of rent and rent arrears sought in it. The application is amended to reflect that the monthly rent as of filing was \$1,593.05 and the rent arrears at filing were \$1,060.96. The Tenant did not object to these amendments, both of which were reductions from the amounts listed in the application.

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 \$1593.05. It is due on the 1st day of each month.

4. The Tenant has paid \$7,811.64 to the Landlord since the application was filed.
5. The rent arrears owing to May 31, 2026 are \$1,214.57.
6. While there was initially a dispute as to the lawful rent, and resultant amount owing, after evidence was presented in the hearing as to how these amounts were calculated, including pursuant to an order of the Board related to an above guideline increase, the Tenant acknowledged both the lawful rent amount and amount of rent arrears owing as a result.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. Accordingly, the total amount the Tenant owes the Landlord is \$1,400.57.
9. The Tenant seeks a 12-month repayment plan in order to pay the rent arrears. The Tenant reviewed their income and expenses in the hearing. Currently the Tenant is on a leave of absence during which they make only 75% of their usual income. During this period the Tenant makes an insufficient amount to even pay the rent on a monthly basis, but explained they had been borrowing and juggling bills to pay the rent on a monthly basis despite this.
10. The Tenant notes they have paid the monthly rent amount believed to be due on a monthly basis every month despite this deficit in income. The Tenant also testified they will return to work in approximately three months.
11. The Tenant further testified they can reach out to their children's father to have a conversation about additional funds on an ad hoc basis, as he has an interest in keeping his children housed, but the Tenant is not able to guarantee what funds they will receive in this manner, or in what timing.
12. The Tenant's two children, aged 9 and 11 live with them. This is also a long-term tenancy, having commenced in 2015.
13. The Landlord seeks a termination of the tenancy as the Tenant has compelled them to take this matter to a hearing to establish the rent arrears, and as they do not believe the tenancy is sustainable given the Tenant's evidence on their income and expenses. In the alternative, the Landlord seeks a shorter payment plan.
14. 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.
15. Despite the Tenant's evidence that they do not currently have sufficient income to pay rent on a monthly basis, I find that the best evidence of whether the Tenant will be able to do so and meet the 12-month payment plan proposed is that the Tenant has been making rent payments each month. While slightly short of the lawful rent because of the Tenant's belief as to what the lawful rent was, I

find based on these payments it likely based on this that the Tenant has means to come up with the required payments to meet their proposal.

16. It is not unfair to give the Tenant an opportunity to do so. The tenancy is more than 10 years old, and the Tenant lives with two school aged children. The rent arrears are also not substantial, totalling less than one month's rent. I also find the length of payment plan proposed reasonable in these circumstances, and given the Tenant's current income.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,400.57 for arrears of rent up to May 31, 2026 and costs in accordance with the following schedule:
 - a. commencing on May 15, 2026 to and including March 15, 2027, the Tenant shall pay to the Landlord \$116.71 on or before the 15th day of each month; and
 - b. on or before April 15, 2027, the Tenant shall pay to the Landlord \$116.76.
2. 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, 2027 or until the arrears are paid in full, whichever date is earliest.
3. 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 May 31, 2026.

May 7, 2026
Date Issued

Benjamin Seigel
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.