



Order under Section 69 Residential Tenancies Act, 2006

Citation: FESNAK v BOONE, 2026, ONLTB 35709

Date: 2026-05-06

File Number: LTB-L-099436-25

In the matter of: 2, 27 MARGARET AVENUE NORTH
WATERLOO ON N2J3P2

Between: VERA FESNAK

Landlord

And

CHRISTOPHER BOONE

Tenant

VERA FESNAK (the 'Landlord') applied for an order to terminate the tenancy and evict CHRISTOPHER BOONE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 29, 2026.

The Landlord 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 \$787.75. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$25.90. This amount is calculated as follows: \$787.75 x 12, divided by 365 days.
5. The Tenant has paid \$700.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 29, 2026, are \$6,494.60. The Tenant does not dispute the arrears outstanding.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Relief of eviction

8. The Tenant testified that he experienced health issues during the previous year and, due to the seasonal nature of his employment, was unable to obtain work during the winter season. The Tenant testified that he has recently been hired and is expected to start employment next week, however, because of the timing of his start date and the employer's pay schedule, he will not be able to make a payment until June 1, 2026. The Tenant proposed to pay the lawful monthly rent for May and June 2026, together with \$1,000.00 toward the arrears, on or before June 1, 2026. The Tenant further proposed paying the lawful monthly rent for July 2026, together with \$1,000.00 toward the arrears, on or before July 1, 2026, and to pay the lawful monthly rent for August 2026, together with the remaining arrears, on or before August 1, 2026. The Tenant also provided testimony regarding his income and expenses.
9. The Landlord was seeking a delayed standard order until June 1, 2026.
10. The *Residential Tenancies Act*, 2006 (the 'Act') like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
11. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
12. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
13. The Tenant provided evidence of his willingness and ability to pay both the ongoing rent and the arrears. I have also considered that the Tenant has resided in the rental unit for more than 25 years, recently obtained employment, and proposed a payment plan that would pay the arrears within a relatively short period of time. In these circumstances, I find that it would not be unfair to issue a conditional order that reflects the payment plan the Tenant proposed at the hearing.
14. 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.

It is ordered that:

1. The Tenant shall pay the Landlord \$6,732.25, which represents the arrears of rent and costs outstanding for the period ending April 30, 2026.
2. The Landlord's application for eviction of the Tenant is denied on the condition that:

- (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

Date Payment Due	Amount of Payment
On or before June 1, 2026	\$1,000.00
On or before July 1, 2026	\$1,000.00
On or before August 1, 2026	\$4,732.25

- (b) The Tenant shall pay the lawful monthly rent of May 2026 on or before June 1, 2026.
- (c) For the period of June 2026 to August 2026, or until the arrears are paid in full, whichever date is earliest, the Tenant shall pay the Landlord the monthly rent in full and by the first **day** of each corresponding month.
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. Also, 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 the amount due and owing under this order and any new arrears, NSF fees and related charges that became owing after April 30, 2026. The order that results from this section 78 application is usually issued without a hearing.

May 6, 2026
Date Issued

 Joshua Labbe
 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.