



Order under Section 69 Residential Tenancies Act, 2006

Citation: Millway Residences Inc. v Flores, 2026 ONLTB 37792

Date: 2026-05-11

File Number: LTB-L-017332-26

In the matter of: W2901, 185 MILLWAY AVE
CONCORD ON L4K0L2

Between: Millway Residences Inc. Landlord

And

Elisa Flores Tenant

Millway Residences Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Elisa Flores (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on May 6, 2026.

The Landlord's legal representative, A. Capozzi, 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 \$3,124.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$102.71. This amount is calculated as follows: \$3,124.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,124.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$24,084.22.

7. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,249.00 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.
10. Interest on the rent deposit, in the amount of \$34.96 is owing to the Tenant for the period from November 1, 2025 to May 6, 2026.
11. The Tenant does not dispute the arrears owing.
12. The Tenant testified that her brother passed a little over a year ago and he was the primary caregiver for their mother. After he passed away, the Tenant was left having to address her mother's expenses and that her income went towards her mother's support.
13. The Tenant testified that she has now addressed her mother's expenses, her mother is settled, and she no longer has to support her financially. The Tenant further testified, that she was previously making \$4,600.00 monthly, however, as of May 1, 2026, the Tenant received a pay raise and currently earns \$6,308.00 a month. The Tenant's monthly expenses total \$4,124.00, inclusive of rent. The Tenant proposes a payment plan of \$1,000.00 per month, plus rent.
14. If evicted, the Tenant requests 2 to 3 months to vacate the unit to find alternative accommodations.
15. The Landlord's representative submits that the Tenant has other charges owing to the Landlord and she is not authorized to accept a payment plan longer than two months. The Landlord has attempted to negotiate a payment plan with the Tenant through multiple calls, e-mails and various N4 notices, but there has been no response from the Tenant. The Landlord requests a standard order.
16. 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.
17. According to s. 83 of the Act, when the Board hears an application for an order evicting a tenant, the Board must consider whether there are any circumstances that support granting relief from eviction. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."

18. I acknowledge eviction is a remedy of last resort. On a balance of probabilities, I am satisfied, that the Tenant's pay increase will allow her the ability to pay off the arrears owing. While the arrears are high, I am satisfied that with the Tenant's plan, she can maintain ongoing rent payments plus arrears payments in the amount of \$1,000.00 per month. A conditional order is reasonable under the circumstances. The Landlord's prejudice is reduced by including a section 78 clause to this order.

It is ordered that:

1. The Tenant shall pay to the Landlord \$24,290.22 for arrears of rent up to May 31, 2026. This amount includes the \$186.00 application filing fee and \$20.00 in NSF administration fees.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 1. \$1,000.00 on the 1st day of each month, commencing June 1, 2026 up to and including May 1, 2028 (24 months).
 2. \$290.22 as a final arrears payment on or before June 1, 2028.
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 June 1, 2026 to June 1, 2028, 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 May 31, 2026.

May 11, 2026
Date Issued

Mayra Sawicki
Member, Landlord and Tenant Board

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