



**Order under Section 69  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-097785-25

**In the matter of:** 190 STEWART ST  
PETERBOROUGH ON K9J3M5

**Between:** 2822877 Ontario Inc. Landlord

**And**

Brittney Leigh Berkers Tenant  
Shawn Gregory Mason

2822877 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Brittney Leigh Berkers and Shawn Gregory Mason (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 28, 2026.

The Landlord's Agents Ivan Yakovle and Zaur Aginaev, the Landlord's Legal Representative Nadine Little, and the Tenant Brittney Leigh Berkers attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

**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 \$3,000.00. It is due on the 5th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The Tenant has paid \$600.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$19,400.00. This was undisputed at the hearing.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,002.83 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.
9. Interest on the rent deposit, in the amount of \$41.98 is owing to the Tenant for the period from August 29, 2025, to April 28, 2026.

Relief from eviction

10. The Tenant requested relief from eviction in the form of a conditional order requiring payment of the ongoing monthly rent plus \$500.00 per month toward the arrears. The Tenant testified that she and her husband had both lost their jobs, that her husband is now working again, and that she is awaiting Employment Insurance approval. She said she expects to receive approximately \$2,000.00 per month from EI and \$1,500.00 per month in child benefit, but did not know her husband's monthly income despite testifying that he earns \$30.00 per hour. The Tenant also testified that there are two young children, aged 3 and 5, residing in the rental unit. However, no documentary evidence was provided to support the Tenant's income, household finances, or ability to comply with the proposed payment plan.
11. The Landlord opposed relief and requested a standard order. The Landlord submitted that the tenancy is no longer viable, that the Tenant had previously failed to comply with a payment arrangement, and that the arrears are now very high.
12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In my view, the proposed payment plan is not realistic in the circumstances. Based on the arrears of \$19,400.00, a repayment rate of \$500.00 per month would take approximately 40 months to satisfy the arrears, assuming no further default and full, timely payment of the ongoing monthly rent. On the evidence before me, I am not satisfied that the Tenant has established a reliable present ability to meet both the ongoing rent and the proposed arrears payments over such an extended period. Therefore, I find that to grant the relief requested would be unfair to the Landlord.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$22,586.00 if the payment is made on or before May 24, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 24, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before May 24, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$16,302.83. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$98.63 per day for the use of the unit starting April 29, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 25, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 24, 2026, then starting May 25, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 25, 2026.

**May 13, 2026**  
**Date Issued**

---

Kyle Anderson  
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 25, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 24, 2026**

|                                                                                        |                    |
|----------------------------------------------------------------------------------------|--------------------|
| Rent Owing To May 31, 2026                                                             | \$23,000.00        |
| Application Filing Fee                                                                 | \$186.00           |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$600.00         |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$22,586.00</b> |

**B. Amount the Tenant must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$19,761.64          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed                              | - \$600.00           |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$3,002.83         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$41.98            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$16,302.83</b>   |
| Plus daily compensation owing for each day of occupation starting April 29, 2026                                    | \$98.63<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |