



Order under Section 69 Residential Tenancies Act, 2006

Citation: Homestead Land Holdings Limited v Fox, 2026 ONLTB 38617

Date: 2026-05-15

File Number: LTB-L-016716-26

In the matter of: 615, 205 EAGLE ST N
CAMBRIDGE ON N3H1B9

Between: Homestead Land Holdings Limited Landlord

And

Kayla Fox Tenants
Amanda Kennedy

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Kayla Fox and Amanda Kennedy (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's legal representative, Crystal Sankey, and the second-named Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,524.55. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$83.00. This amount is calculated as follows: \$2,524.55 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$12,735.20.

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 \$2,524.55 from the Tenants 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 \$34.28 is owing to the Tenants for the period from September 13, 2025 to May 6, 2026.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'). In particular, I have considered that the Tenants say they fell into arrears because the second-named Tenant, 'AK', lost her employment in December 2025 shortly after the tenancy began. Ak says that her spouse and the first-named Tenant, 'KF', only make modest incomes and they were not able to keep up with the household expenses while also making any payments towards the monthly rent. However, AK says returned to work on a full time basis on April 1, 2026, and is now making a steady income. AK says that her spouse receives a limited income from disability benefits and KF makes approximately \$2,500.00 per month from her job.
11. At the hearing, I conducted a detailed analysis of the Tenants' monthly income and expenses. Based on the figures AK provided to me, I am satisfied that the Tenants now have a monthly excess of approximately \$634.45. For this reason, I am satisfied that this tenancy is now financially stable and the Tenants can afford to make monthly payments towards the outstanding arrears in the amount of \$500.00 per month.
12. I have also considered that this tenancy began in November 2025 and the arrears started shortly thereafter. However, I have also considered that AK's spouse has a disability which makes these Tenants somewhat vulnerable. Finally, I have considered that AK says she is making efforts to work with CRA to complete her taxes which means she is entitled to a tax credit of approximately \$3,600.00 within the next few weeks. If the Tenants put this tax credit towards the outstanding arrears, they will be significantly reduced.
13. Based on the evidence before me, and after considering all of the circumstances, I 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. Specifically, I find that it would not be unfair to grant relieve from eviction in the form of a conditional payment plan that would require the Tenants to make monthly payments of \$500.00 towards the arrears, subject to the Landlord's right to file an application to terminate the tenancy in the event of a breach.
14. This order contains all of the reasons within it and no further reasons will be issued.

It is ordered that:

1. The Tenants shall pay to the Landlord \$12,921.20 for arrears of rent up to May 31, 2026, and costs.

2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 of this order by paying \$500.00 on or before the 15th day of each month for the period commencing June 15, 2026.
3. The Tenants shall make a final payment of \$421.20 on or before July 15, 2028.
4. The Tenants shall also pay to the Landlord new rent in full on or before the first day of each month for the period commencing June 1, 2026, to July 31, 2028, or until the arrears are paid in full, whichever date is earlier.
5. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the Board 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. The Landlord must make this application no later than 30 days after the Tenants' failure to make a payment.

May 15, 2026
Date Issued

Laura Hartsliel
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.