



Order under Section 69 Residential Tenancies Act, 2006

Citation: Collins v DOUGLAS, 2026 ONLTB 38830

Date: 2026-05-19

File Number: LTB-L-086521-25

In the matter of: 3 (UPPER REAR), 3 LANGARTH ST W
London ON N6J1N5

Between: Katrina Collins Landlord

And

Orreanna Douglas Tenants
James Nemett

Katrina Collins (the 'Landlord') applied for an order to terminate the tenancy and evict Orreanna Douglas and James Nemett (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 7, 2026. The Landlord and the Tenant Orreanna Douglas attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,075.00. It is due on the 1st day of each month.
4. The Tenants have paid \$8,100.00 to the Landlord since the application was filed.
5. The rent arrears owing to May 31, 2026 are \$1,050.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenants owe the Landlord is \$1,236.00.

8. The Tenant present at the hearing disputed the amounts owing and argued that she owes no rent to the Landlord.
9. The Landlord submitted into evidence a rent ledger dated from January 1, 2025 to the hearing date. The ledger confirms that the Tenants have carried a balance owing of \$1,050.00 since May 2025.
10. Although the Tenant argued that she pays her rent early each month via e-transfer and is not in arrears, the Tenants did not provide any bank records or receipts of payments to suggest that the Landlord's rent ledger is inaccurate.
11. In *Mauti v. Gibbs, 2019 ONSC 3355 (CanLII)*, the Divisional Court held at paragraph 27 that while the Landlord bears the burden of proof in a rent arrears application, it is difficult for a landlord to prove a negative (i.e. non-payment of rent). Therefore, "...while the ultimate persuasive burden never shifts, once a landlord denies receiving funds, the tenant will have an evidentiary burden or a chance to advance some evidence to positively prove that he or she paid rent.
12. Based on the evidence and submissions before the Board, I find that the Tenants owe the arrears as alleged by the Landlord. As stated above, the Landlord has provided detailed accounting records throughout the last year confirming that the Tenants owe \$1,050.00 in arrears and the Tenant present at the hearing provided no documentary evidence to discredit the Landlord's rent ledger.
13. Therefore, the Tenants will be ordered to pay to the Landlord \$1,236.00 for arrears of rent to May 31, 2026, and the costs of filing the application.

Relief From Eviction:

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. The Tenant has resided in the rental unit for eleven years and is a senior whose income is paid through CPP and Old Age Security. The Tenant stated at the hearing that given her limited income, she could pay the arrears owing over a twelve-month period (\$100.00) per month.
16. Given that the arrears are not substantial, the length of the tenancy and the fact that the Tenants have continued to make good faith payments since the application has been filed, I find that it would not be unfair to grant conditional relief by way of a repayment plan.

It is ordered that:

1. The Tenants shall pay to the Landlord \$1,236.00 for arrears of rent up to May 31, 2026 and the costs of filing the application.

2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$100.00 on or before the 15th day of each month commencing June 2026 to May 2026.
 - b) \$36.00 on or before June 15, 2027.
3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period of June 2026 to June 2027 or until the arrears are paid in full, whichever date is earliest.
4. 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 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 19, 2026
Date Issued

Fabio Quattrociochi
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.