



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

File Number: LTB-L-015491-26

In the matter of: 18 JANET ST
PORT COLBORNE ON L3K2E7

Between: Carmen Romano Landlord

And

Robert Wilson Tenant

Carmen Romano (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Wilson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 11, 2026 at 09:00 am.

The Landlord, Landlord Support 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 \$1,160.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$38.14. This amount is calculated as follows: \$1,160.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$12,760.00.
7. The Tenant did not dispute the arrears owing, testifying they wished to maintain their tenancy and proposing a payment plan that would have the arrears paid in full within 7 months.
8. The Landlord Support did not oppose the Tenant's submissions but did express concerns over the viability of the plan given the recent history.

9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. 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.
12. Specifically, having considered the Tenant's finances and the plan proposed I am satisfied a payment plan is warranted and the potential prejudice to the Landlord is minimal.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues pursuant to the following conditions.
2. The Tenant shall pay to the Landlord \$12,946.00 for arrears of rent up to May 31, 2026 and costs.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - On or before May 21, 2026 - \$6,473.00;
 - Commencing June 1, 2026 and on or before the 1st day of each month until November 1, 2026- \$1,000.00; and
 - On or before December 1, 2026 - \$473.00
4. 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 December 1, 2026, or until the arrears are paid in full, whichever date is earliest.
5. 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 19, 2026
Date Issued

Kelly Delaney
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.