



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

File Number: LTB-L-019832-26

In the matter of: 1, 85 KENT ST N
SIMCOE ON N3Y3S3

Between: CapGap Mortgage II Corporation Landlord

And

Santauna Wright Tenant
Chris Ann Wright
Nickel Cornwall

CapGap Mortgage II Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Santauna Wright, Chris Ann Wright and Nickel Cornwall (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 13, 2026.

The Landlord and the Tenant, Santauna Wright, 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 \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$12,700.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.
9. The Landlord is seeking a conditional order requiring that the Tenant make payments as one of the Tenant, Santauna Wright, has agreed to in a repayment agreement but does not have authorization to speak for the other Tenants. Considering all of the above, it would not be unfair to impose a conditional order requiring the Tenant to make payments towards the arrears and, in my view, it would be unfair to terminate the tenancy.
10. Accordingly, 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.

It is ordered that:

1. The Tenant shall pay the Landlord **\$12,886, 00**, which represents the arrears of rent and costs outstanding for the period ending May 31, 2026.
2. The Landlord's application for eviction of the Tenants is denied on the condition that:
3. The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 pf this order:

Date Payment Due	Amount of Payment
May 20, 2026,	\$2,000.00
June 20, 2026,	\$2,000.00
July 20, 2026,	\$2,000.00
August 20, 2026	\$2,000.00
September 20, 2026,	\$2,000.00
October 20, 2026	\$2,000.00
November 20, 2026,	\$886.00

4. For the period of June 1, 2026, to November 1, 2026, or until the arears are paid in full, whichever date is earliest, the Tenant shall pay the Landlord the monthly rent in full and by the **first day** of each corresponding month.

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. Also, 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 the amount due and owing under this order and any new arrears, NSF fees and related charges that became owing after May 31, 2026. The order that results from this section 78 application is usually issued without hearing.

May 20, 2026
Date Issued

Vinuri Sivalingam
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.