



Order under Section 69 Residential Tenancies Act, 2006

File Numbers: LTB-L-014457-26
LTB-L-017447-26

In the matter of: 1-237 York St.
St. Catharines, ON L2R6G5

Between: Craig Ireland Landlord
Hui-Wen Ireland
Keith Ireland
Sandy Ireland

And

Crystal Foster Tenant

Craig Ireland, Hui-Wen Ireland, Keith Ireland and Sandy Ireland (collectively the 'Landlord') applied for an order to terminate the tenancy and evict Crystal Foster (the 'Tenant') because the Tenant did not pay the rent owed (LTB-L-014457-26 – L1 Application).

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has been persistently late in paying the Tenant's rent (LTB-L-017447-26 - L2 Application).

This application was heard by videoconference on May 15, 2026, and April 27, 2026.

Landlord, Craig Ireland (on his behalf and on behalf of the other named Landlords) and the Tenant attended the hearing. In addition, the Tenant's support, Richard Marrs attending the April 27, 2026, hearing, and the Tenant's support, Shelli Zelazny, attended the May 15, 2026, hearing.

Parties sought resolution through mediation on April 27, 2026, but were unsuccessful.

At the hearing the parties consented to the following terms and conditions. I was satisfied that the parties provided informed consent.

It is agreed that:

L1 Application

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 \$1,525.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$50.14. This amount is calculated as follows: $\$1,525.00 \times 12$, divided by 365 days.
5. The Tenant has paid \$4,250.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$1,350.00.
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 \$1,400.00 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 \$157.00 is owing to the Tenant for the period from March 5, 2021, to May 15, 2026.
10. The Tenant will pay the rent for June 2026 on or before June 1, 2026.
11. The Tenant's mother, Shelli Zelazny agreed to pay the rent arrears and the cost of filing the application totalling \$1,536.00 on or before June 15, 2026.
12. Parties agreed to an extended termination date of June 15, 2026.

L2 Application

13. On February 24, 2026, the Landlord issued the Tenant a Notice to End Tenancy at the End of the Term (N8 notice), deemed served February 24, 2026, with a termination date of April 30, 2026. The N8 notice claims the Tenant was late in paying rent for 26 out of 26 consecutive months between January 1, 2024, and February 28, 2026.
14. Rent is due monthly on the first day of each month. The payments for rent covering the period from January 1, 2024, to February 28, 2026, were paid as follows:
 - January 2024 was paid in full on January 5, 2024
 - February 2024 was paid in full on February 16, 2024
 - March 2024 was paid in full on March 29, 2024

- April 2024 was paid in full on April 28, 2024
- May 2024 was paid in full on May 10, 2024
- June 2024 was paid in full on June 7, 2024
- July 2024 was paid in full on July 20, 2024
- August 2024 was paid in full on September 18, 2024
- September 2024 was paid in full on October 29, 2024
- October 2024 was paid in full on January 8, 2025
- November 2024 was paid in full on January 9, 2025
- December 2024 was paid in full on January 11, 2025
- January 2025 was paid in full on January 11, 2025
- February 2025 was paid in full on March 10, 2025
- March 2025 was paid in full on March 10, 2025
- April 2025 was paid in full on September 4, 2025
- May 2025 was paid in full on September 4, 2025
- June 2025 was paid in full on September 4, 2025
- July 2025 was paid in full on September 4, 2025
- August 2025 was paid in full on September 4, 2025
- September 2025 was paid in full on September 4, 2025
- October 2025 was paid in full on November 4, 2025
- November 2025 was paid in full on December 5, 2025
- December 2025 was paid in full on December 5, 2025
- January 2026 was paid in full on January 20, 2026
- February 2026 was partially outstanding as of February 24, 2026

15. Since the Tenant paid the rent late 26 times during the period from January 1, 2024, to February 28, 2026, parties agreed that the Tenant has persistently paid the rent late.

16. Since the N8 notice was served, the Tenant has paid the rent as follows:

- March 2026 was partially outstanding as of the hearing date.
- April 2026 was partially outstanding as of the hearing date.

- May 2026 was paid in full on May 14, 2026

17. At the hearing, parties agreed that the Tenant will pay new rent to the Landlord on time and in full as it comes due for the period from July 1, 2026, to August 1, 2028.

It is ordered on consent that:

L1 Application

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:**

- \$1,536.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$3,061.00 if the payment is made on or before June 15, 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 June 15, 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 June 15, 2026.**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$793.90. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$50.14 per day for compensation for the use of the unit starting May 16, 2026, until the date the Tenant moves out of the unit.
 6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
 7. If the unit is not vacated on or before June 15, 2026, then starting June 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

8. 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 June 16, 2026.

L2 Application

9. If the Tenant voids the L1 portion of the order by making the required payment in accordance with paragraph 2 above, the tenancy shall continue on the condition that the Tenant pay to the Landlord new rent on time and in full as it comes due and owing for the period from July 1, 2026, to August 1, 2028.
10. If the Tenant fails to make any one of the payments in accordance with paragraph 9 of this order, 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.

May 21, 2026
Date Issued

Ken Audziss
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 December 16, 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.

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

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 31, 2026

Rent Owing to May 31, 2026	\$5,600.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,250.00
Total the Tenant must pay to continue the tenancy	\$1,536.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 15, 2026

Rent Owing to June 30, 2026	\$7,125.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,250.00
Total the Tenant must pay to continue the tenancy	\$3,061.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing to Hearing Date, May 15, 2026	\$4,827.10
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,250.00
Less the amount of the last month's rent deposit	- \$1,400.00
Less the amount of the interest on the last month's rent deposit	- \$157.00
Total amount owing to the Landlord	\$(793.90)
Plus, daily compensation owing for each day of occupation starting May 16, 2026	\$50.14 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	