



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hyman & Nephew Inc. v Johnston, 2026 ONLTB 41520

Date: 2026-05-28

File Number: LTB-L-016337-26

In the matter of: 1-4 West Ave. N.
Hamilton, ON L8L5B8

Between: Hyman & Nephew Inc. Landlord

And

Tonya Johnston Tenant

Hyman & Nephew Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tonya Johnston (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on May 12, 2026.

The Landlord's Legal Representative, Elaine Page, the Landlord's Agent, Steve Hyman, the Tenant, and the Tenant's support, Dawn Arnold and the Tenant attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of 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 \$1,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The uncontested rent arrears owing to May 31, 2026, are \$9,500.00.

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 \$1,900.00 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 \$44.49 is owing to the Tenant for the period from April 1, 2025, to May 12, 2026.

Relief from Eviction

10. 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.
11. The Landlord's Representative submitted that the Tenant fell into rental arrears in January 2026. After the arrears began, the Landlord had multiple conversations with the Tenant to advise her of the outstanding balance and to request a repayment arrangement. The parties also met privately prior to the hearing to discuss the arrears. Despite these efforts, the Tenant has made no payments toward the arrears since they began. As a result, the Landlord sought a standard eviction order.
12. The Tenant testified that she resides in the rental unit with her 17-year-old son. She stated that she began receiving Ontario Works benefits in January 2026 and remained unemployed until recently, which negatively affected her ability to pay the monthly rent.
13. The Tenant stated that she wishes to remain in the rental unit and proposed a repayment plan consisting of two monthly payments beginning May 20, 2026. Under the proposal, the Tenant would pay \$700.00 on or before the 20th day of each month and \$1,500.00 on or before the 1st day of each month toward the arrears. In addition, she committed to paying the full lawful monthly rent beginning June 1, 2026.
14. In support of the proposed repayment plan, the Tenant disclosed total monthly income of \$3,334.00, consisting of \$2,588.00 in employment income and \$746.00 from the Canada Child Benefit. She also disclosed total monthly expenses of \$541.00, including \$98.00 for home internet, \$43.00 for her mobile phone, and \$400.00 for groceries. In addition, effective June 1, 2026, Dawn Arnold will move into the rental unit as a roommate and contribute \$1,000.00 per month toward the rent. The Landlord was not previously aware of the proposed roommate arrangement.
15. Dawn Arnold testified that she currently resides in her own apartment but has provided her landlord with 60 days' notice and intends to move into the rental unit on June 1, 2026. She confirmed that she intends to contribute \$1,000.00 per

month toward the rent. Ms. Arnold disclosed monthly income of \$2,308.00, consisting of \$1,409.00 in ODSP benefits and \$900.00 in housing benefits.

16. During cross-examination, the Tenant confirmed that Dawn Arnold was her mother's best friend while she was growing up and that Ms. Arnold had recently stayed in the rental unit for a short period following an accident. The Tenant testified that the rental unit is a two-bedroom unit. She occupies one bedroom, Ms. Arnold would occupy the second bedroom, and her son uses the living room, which has a door, as his sleeping area. The Tenant also testified that her son recently faced legal issues that resulted in unexpected expenses which she was required to pay. She acknowledged that she did not apply for Employment Insurance benefits, although she recognized that this was something she could have done.
17. Based on the income and expense information provided, and after accounting for the ongoing monthly rent obligation together with the proposed arrears payments, the Tenant would retain an estimated monthly surplus of approximately \$234.00. This surplus supports a finding that the proposed repayment plan is financially feasible and sustainable. In the circumstances, the proposed repayment plan represents a good faith effort to address the arrears within a defined period of time.
18. While the Landlord sought a standard eviction order, the inclusion of a section 78 clause would provide appropriate protection to the Landlord in the event of a default under the repayment plan. Although the Landlord's Representative did not consent to the proposed payment plan, the parties were advised during the hearing that an order would issue based on the Tenant's proposal as presented.

It is ordered that:

1. The Tenant shall pay to the Landlord \$9,686.00 for arrears of rent up to May 31, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment #	Payment Date (on or before)	Payment Amount	Balance
1	May 20, 2026	\$700.00	\$8,986.00
2	June 1, 2026	\$1,500.00	\$7,486.00
3	June 20, 2026	\$700.00	\$6,786.00
4	July 1, 2026	\$1,500.00	\$5,286.00
5	July 20, 2026	\$700.00	\$4,586.00
6	August 1, 2026	\$1,500.00	\$3,086.00
7	August 20, 2026	\$700.00	\$2,386.00
8	September 1, 2026	\$1,500.00	\$886.00
9	September 20, 2026	\$886.00	\$0.00

3. If not already paid, the Tenant shall pay to the Landlord the May 20, 2026, arrears payment, on or before June 1, 2026.
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 from June 1, 2026, to September 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 28, 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.