



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

File Number: LTB-L-019925-26

In the matter of: 704, 190 NONQUON RD
OSHAWA ON L1G 3S7

Between: SKPM Rents 4 Landlord

and

Donald Fry
Kristen Hannish Tenants

SKPM Rents 4 (the 'Landlord') applied for an order to terminate the tenancy and evict Donald Fry and Kristen Hannish (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 19, 2026. The Landlord's representative, Sharon Harris, and the Tenant, Kristen Hannish, attended the hearing.

Determinations:

Preliminary issue

1. The application lists Donald Fry, Aua Harnish, Jaden Harnish, and Kristen Hannish as Tenants. On consent, Aua Harnish and Jaden Harnish are removed from the application because they are the Kristen Hannish's minor children.
2. Kristen Hannish testified that Donald Fry signed the lease agreement as a guarantor and not a Tenant. She requested for his name to be removed from the application. The Landlord's representative objected and indicated that Mr. Fry is a Tenant on the lease agreement. However, the parties did not have a copy of the tenancy agreement and Mr. Fry did not attend the hearing to testify regarding his standing in this application. Therefore, based on the evidence before me, I am not satisfied that Donald Fry should be removed as a Tenant.

L1 Application

3. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.

4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$2,035.29. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$66.91. This amount is calculated as follows: \$2,035.29 x 12, divided by 365 days.
7. The Tenants have not made any payments since the application was filed.
8. It is undisputed that the rent arrears owing to May 31, 2026, are \$8,236.05.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 Tenant testified that she is self-employed, and she earns \$5,000.00 to \$6,000.00 a month and sometimes more. Ms. Hannish stated that her husband passed away a few months ago and she was sick with Covid. Ms. Hannish also testified regarding the difficulties of adapting to her new circumstances without her spouse and as a single parent. She requested a payment plan of \$900.00-\$1000.00 a month.
12. The Landlord's representative sought an eviction order for termination and eviction with 11 days for the Tenants to pay off all outstanding amounts and void the order. The Landlord objected to a payment plan. It is the Landlord's position that the tenancy is not viable, and that further delay would cause financial prejudice to the Landlord.
13. While the Landlord's representative objected to a payment plan, I find that it would not be unfair to grant relief from eviction. Although the Tenant did not file any documentary evidence regarding her monthly income and expenses, I found her testimony to be credible. I am satisfied that the Tenant is able to make payments towards the arrears while continuing to pay the ongoing rent. The payment plan also provides the Landlord with a clear schedule for repayment and an enforcement order in the event of a default. Having considered all the circumstances, I find that relief from eviction is appropriate in the circumstance.

It is ordered that:

1. The Tenants shall pay to the Landlord \$8,422.05 for arrears of rent up to May 31, 2025, which includes the \$186.00 filing fee, in accordance with the following schedule:

<u>Date of Payment</u>	<u>Amount</u>
June 15, 2026	\$1,000.00

July 15, 2026	\$1,000.00
August 15, 2026	\$1,000.00
September 15, 2026	\$1,000.00
October 15, 2026	\$1,000.00
November 15, 2026	\$1,000.00
December 15, 2026	\$1,000.00
January 15, 2027	\$1,000.00
February 15, 2027	\$ 422.05

2. The Tenants 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 February 28, 2027, or until the arrears are paid in full, whichever date is earliest.
3. If the Tenants 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 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 Board within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

May 27, 2026
Date Issued

 Adeela Alvez
 Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.