



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ebony Group Community Homes v Wynter, 2026 ONLTB 42006

Date: 2026-05-27

File Number: LTB-L-075575-25

In the matter of: 4, 1526 UPPER OTTAWA ST
HAMILTON ON L8W3L4

Between: Ebony Group Community Homes Landlord

And

Natalia Wynter Tenant

Ebony Group Community Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Natalia Wynter (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; (L2 Application).

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on January 8, 2026.

The Landlord's legal representatives Mike Andrews and Anthony Corso, the Landlord's agent Danielle Irvine, and the Tenant attended the hearing. The Tenant spoke with duty counsel prior to the hearing.

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,299.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.71. This amount is calculated as follows: $\$1,299.00 \times 12$, divided by 365 days.
5. The Tenant has paid \$256.30 to the Landlord since the application was filed.
6. The Tenant testified that she directed this amount to be paid toward her utilities account, but the Landlord's position is that the amount paid was not directed by the Tenant and therefore was applied to the Tenant's rent account. On cross-examination, the Tenant clarified that she paid through the Landlord's online portal and that it is possible the amount was not directed as she was testified.
7. Given the Tenant's lack of certainty regarding whether she directed the payments and the Landlord's records showing the amounts being applied to rent, I find on a balance of probabilities that the \$256.30 paid by the Tenant is properly understood as a rent payment and have treated it as such with respect to this application.
8. The rent arrears owing to January 31, 2026 are \$10,608.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

L2 Application – Substantial Interference

10. On August 19, 2025, the Landlord gave the Tenant an N5 notice of termination (the 'N5 Notice'). The notice of termination contains the following allegations:
 - The Tenant failed to pay \$861.99 in utilities expenses she was obligated to pay pursuant to the rental agreement between the parties for utilities costs incurred from May 2024 to March 2025.
11. The Tenant did not correct this omission within seven days of receiving the N5 Notice. No payment of the utilities amounts owing was made during this time.
12. The Tenant does not dispute that she is responsible for payment of these expenses pursuant to the lease.
13. No payments have been made with respect to these amounts as of the hearing date. As discussed with respect to the L1 Application above, the Tenant claimed to have designated certain payments she made to the Landlord as utilities payments, but this testimony was inconsistent with the Landlord's records of the payments and revealed to be uncertain under cross-examination. As such, these payments have been applied against the Tenant's rent arrears and not against the outstanding utilities bills.

Relief from Eviction

14. 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.

15. The Tenant testified about her circumstances at the hearing. She testified that she lives in the rental unit with her 12-year-old child and her 21-year-old daughter. She testified that she is suffering from health issues stemming from a traumatic event.
16. She also testified that she was not aware of a change to her housing subsidy and that – as of the hearing date – she had begun reaching out to rent bank organizations for assistance in clearing the arrears. No definitive information about this assistance was provided during the hearing. She also speculated that resources would become available to her children – such as the CPP Survivor Benefit – once the administration of their father's estate was concluded, but no definite information about this process was provided by the Tenant at the hearing.
17. At the hearing, the Landlord sought a postponement of the eviction date of the L1 order to February 28, 2026. As a result of the delay between the hearing date and the issuance of this order, that date has now come and gone. In my view, given the time elapsed since the hearing date, it would be unfair to the Landlord to further postpone the enforceability of the order if the Tenant's efforts to clear the arrears balance have not been successful to date.
18. That said, if the Tenant successfully voids the portion of the order with respect to the rent arrears below, relief from eviction is warranted with respect to the Landlord's L2 application. The utilities amounts owed by the Tenant are relatively modest and a conditional order requiring payment of these amounts by September 30, 2026, balances the Landlord's right to prompt payment of these expenses with the Tenant's interest in preserving her tenancy.

It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$15,990.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$17,289.00 if the payment is made on or before June 7, 2026. See Schedule 1 for the calculation of the amount owing.
3. Any payments the Landlord has received from the Tenant or from any other source towards the Tenant's rent arrears since the hearing date shall be applied to the amounts required to void this order, specified in paragraph 2 above.

4. 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 7, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **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 7, 2026.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,836.68. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
7. The Tenant shall also pay the Landlord compensation of \$42.71 per day for the use of the unit starting January 9, 2026 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 8, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before June 7, 2026, then starting June 8, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 8, 2026.

L2 Application – Persistent Late Payment of Rent

11. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
12. On or before September 30, 2026, the Tenant shall pay to the Landlord \$861.99, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
13. If the Tenant fails to make the payment specified in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.
14. If the Tenant does not pay the Landlord the full amount specified in paragraph 11 above on or before September 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from October 1, 2026 at 4.00% annually on the balance outstanding.

May 27, 2026
Date Issued

Jeremy Henderson
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 of the Tenant expires on December 8, 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.

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	\$16,060.30
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$256.30
Total the Tenant must pay to continue the tenancy	\$15,990.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 7, 2026

Rent Owing To June 30, 2026	\$17,359.30
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$256.30
Total the Tenant must pay to continue the tenancy	\$17,289.00

C. Amount of rent arrears the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$9,906.98
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$256.30
Total amount owing to the Landlord	\$9,836.68
Plus daily compensation owing for each day of occupation starting January 9, 2026	\$42.71 (per day)