



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

File Number: LTB-L-013180-26

In the matter of: 2, 56 ST. JAMES ST
SUDBURY ON P3E3S4

Between: Paul Bettings Landlords
Marie Bettings

And

Trinity Hudec Tenant

Paul Bettings and Marie Bettings (the 'Landlords') applied for an order to terminate the tenancy and evict Trinity Hudec (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 21, 2026.

The Landlord's legal representative, Deborah Shewman, the Landlord's agent, Nicole McIntyre and the Tenant's mother and representative, Roberta O'Brien attended the hearing.

Determinations:

1. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$1,295.00. It is due on the 1st day of each month.
4. The rent arrears owing to April 30, 2026 are \$7,770.00.
5. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenant owes the Landlords is \$7,956.00.

Relief from eviction

7. 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.
8. The Landlord's legal representative requested a standard eviction order and submitted that the Tenant had made no payments towards the arrears since the application was filed. The Landlord's representative expressed concern that the tenancy was no longer viable given the continuing accumulation of arrears and the Tenant's failure to make payments.
9. The Tenant's mother, Ms. O'Brien, testified that she had only recently become involved in assisting the Tenant with her financial circumstances. Ms. O'Brien stated that she was prepared to provide financial support to ensure that the ongoing monthly rent is paid in full and on time. She further proposed that an additional payment of \$500.00 per month be made towards the arrears, commencing immediately, until the arrears are paid in full.
10. The Landlord's representative further submitted that the proposed payment plan should not be accepted and characterized it as a delay tactic intended to postpone eviction rather than a genuine proposal to preserve the tenancy.
11. I have considered the Landlord's submission that the proposed payment plan is merely a stall tactic. However, the evidence before me does not support that conclusion. The proposal was advanced by Ms. O'Brien, who testified that she had recently become involved in assisting the Tenant and was willing to contribute her own funds towards both the ongoing rent and the arrears. I found her testimony to be forthright and credible, and there was no evidence before me to suggest that the proposal was made in bad faith or without a genuine intention to comply.
12. In considering whether relief from eviction should be granted, I have weighed the prejudice to both parties. I acknowledge that the Landlord has experienced prejudice as a result of the Tenant's failure to pay rent and the accumulation of arrears. The Landlord is entitled to receive rent when due and should not be required to indefinitely subsidize the tenancy. The Landlord has also incurred the time and expense associated with pursuing this application. On the other hand, eviction would result in significant prejudice to the Tenant, who would lose her housing despite a concrete proposal having been put forward to address both the ongoing rent and the arrears.
13. I am satisfied that the proposed payment plan provides a reasonable opportunity for the Tenant to preserve the tenancy while ensuring that the Landlord receives ongoing rent and regular payments towards the arrears. Although the Landlord remains concerned about the Tenant's ability to comply, those concerns can be

adequately addressed through a conditional order requiring strict compliance with the payment plan.

14. Any prejudice to the Landlord arising from granting relief is mitigated by the fact that the Landlord retains the right to seek enforcement of the order if the Tenant fails to comply with its terms. In the event of a breach, the Landlord may pursue the remedies available under the *Act* without having to commence a new application based on the same arrears.
15. Having considered all of the circumstances before me, including the amount of the arrears, the absence of previous payment arrangements, the evidence of financial assistance from Ms. O'Brien, the prejudice to both parties, and the Landlord's submission that the proposal is a delay tactic, I am satisfied that it would not be unfair to grant relief from eviction. I therefore find it appropriate to grant the Tenant an opportunity to preserve the tenancy on the condition that the Tenant strictly complies with a repayment plan requiring payment of the ongoing monthly rent together with additional monthly payments of \$500.00 towards the arrears.
16. Due to the date this order is issued the payment plan payments and the obligation to pay ongoing rent on time for the duration of the payment plan will commence beginning June 1, 2026, to preserve the Landlord's rights as the proposed payment plan at the hearing was to commence May 1, 2026 and issuing that payment plan would prejudice the Landlord if the Tenant breached the May payment as 30 days has lapsed.
17. For greater certainty, any payments made by the Tenant towards the arrears after the hearing date and before the completion of the payment plan shall be applied to the outstanding arrears and will reduce the amount owing under this order. As a result, any such payments may shorten the duration of the payment plan and advance the date upon which the arrears are paid in full. The Tenant shall not be required to continue making the additional monthly arrears payments once the arrears and all amounts owing under this order have been satisfied.

It is ordered that:

1. The Tenant shall pay to the Landlords \$7,956.00 for arrears of rent up to April 30, 2026 and costs.
2. The Tenant shall pay to the Landlords the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$500.00 each month from June 1, 2026 to August 1, 2027, on or before the 1st day of each corresponding month; and
 - b) \$456.00 on or before September 1, 2027

3. The Tenant shall also pay to the Landlords new rent on time and in full as it comes due and owing for the period June 1, 2026 to September 30, 2027, or until the arrears are paid in full, whichever date is earliest.
4. 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 Landlords pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlords 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 April 30, 2026.

June 5, 2026

Date Issued

Christina Philp

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.