



Order under Section 69 Residential Tenancies Act, 2006

Citation: Shrikewood Enterprises Inc. v Vankoughnett, 2026 ONLTB 42131

Date: 2026-06-11

File Number: LTB-L-023988-26

In the matter of: #3, 197 EAST ST
NAPANEE ON K7R1S9

Between: Shrikewood Enterprises Inc. Landlord

And

Amanda Vankoughnett Tenant

Shrikewood Enterprises Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Vankoughnett (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 25, 2026.

The Landlord's Agents Abigael Roy-Hannah and Jane Adams-Roy and the Tenant attended the hearing.

Determinations:

1. The Landlord 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 \$1,500.00. It is due on the 1st day of each month.
4. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
5. The rent arrears owing to May 31, 2026 are \$3,000.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$3,186.00.

8. 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.
9. The Tenant testified that she is a single mother residing in the rental unit with her 15 year old daughter. She wishes to maintain the tenancy if possible and suggested a payment plan.
10. The Tenant suggests paying \$1,000.00 by the end of the week and then paying rent plus \$300.00 to \$500.00 per month in addition to monthly rent until the arrears are paid off.
11. She indicates that her monthly income is approximately \$3,225.00, but that \$375.00 of that amount is child support payments, which can be inconsistent.
12. The Landlord seeks termination of the tenancy as the Tenant had been in arrears in the past and was bailed out by her mother, and the Tenant has previously made promises to pay, but has not followed through.
13. The Tenant provided financial information for the Board's consideration. Based on the Tenant's income and expenses, I am satisfied the Tenant has the ability to adhere to a repayment plan. Therefore, the Tenant's request for a repayment is granted. This preserves the tenancy and minimizes prejudice to the Landlord as if the Tenant does not comply with the order, the Landlord may bring an application to terminate the tenancy without further notice to the Tenant.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,186.00 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 Date	Payment Amount
On or before June 19, 2026, unless previously paid by the Tenant since the hearing date.	\$1,000.00
On or before July 1, 2026	\$300.00
On or before August 1, 2026	\$300.00
On or before September 1, 2026	\$300.00
On or before October 1, 2026	\$300.00
On or before November 1, 2026	\$300.00

On or before December 1, 2026	\$300.00
On or before January 1, 2027	\$386.00
TOTAL	\$3,186.00

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period July 1, 2026 to January 1, 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 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.

June 11, 2026
Date Issued

Sean Ramage
 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.