



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

File Number: LTB-L-019966-26

In the matter of: 357 NORENE ST
MIDLAND ON L4R4C3

Between: Allison Wood Landlord

And

Monique Kalmuk Tenants
Anvar Zargarov

Allison Wood (the 'Landlord') applied for an order to terminate the tenancy and evict Monique Kalmuk and Anvar Zargarov (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 13, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,450.40. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$80.56. This amount is calculated as follows: \$2,450.40 x 12, divided by 365 days.
5. The Tenants have paid \$5,289.52 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$3,961.68.
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 \$2,400.00 from the Tenants 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 \$60.20 is owing to the Tenants for the period from March 4, 2025 to May 13, 2026.

Relief from eviction

10. The Landlord sought a standard eviction order. The Landlord testified that there has been a history of difficulties with the Tenants and that she has previously served the Tenants with N5 and N8 notices of termination. The Landlord acknowledged that she did not formally attempt to negotiate a repayment agreement with the Tenants regarding the rental arrears, although she testified that the Tenants have made payments toward the arrears on their own initiative.
11. The Tenant testified that he is employed in a family business and also operates a bakery business. He testified that one of his larger clients has failed to pay outstanding invoices for more than one year, which has negatively affected his income and contributed to the accumulation of the rental arrears. However the client is now paying him for the outstanding invoices.
12. The Tenants reside in the rental unit with their eight-year-old daughter. The Tenants testified that they have been searching for alternative accommodation but have been unable to secure suitable housing.
13. The Tenants proposed a repayment plan whereby the arrears would be paid in full within nine months, while the monthly rent would continue to be paid as it comes due. The Tenants testified that they may be able to repay the arrears sooner if their financial circumstances improve.
14. The evidence before me is that the Tenants' monthly household income is approximately \$5,300.00, consisting of Ontario Disability Support Program benefits, Canada Child Benefit payments, and income earned from the Tenant's bakery business. The Tenants testified that their monthly household expenses are approximately \$3,585.40, including rent, groceries, internet, cellular telephone services, and utilities. Based on the evidence before me, the Tenants' income exceeds their reported monthly expenses, supporting their position that they have the financial capacity to comply with the proposed repayment plan while continuing to pay the monthly rent as it becomes due.
15. In determining whether to grant relief from eviction, I have considered all of the circumstances, including the interests and prejudice of both parties. The Landlord seeks vacant possession based on the arrears and the history of issues with the Tenants. I accept that the Landlord is prejudiced by the continued non-payment of rent and by any delay in receiving payment of the outstanding arrears.
16. However, I also find that the Landlord did not attempt to enter into a repayment arrangement with the Tenants before pursuing eviction, despite the availability of such arrangements under the *Residential Tenancies Act, 2006* (the "Act"). The evidence

establishes that the Tenants have made payments toward the arrears voluntarily and have proposed a repayment plan that is supported by their current household income.

17. The prejudice to the Tenants if eviction is ordered would be significant. The Tenants have an eight-year-old child residing in the rental unit and have been unable to secure alternative housing despite their efforts. Eviction would result in the loss of their housing and disrupt the stability of the household. The evidence also establishes that the arrears arose, at least in part, from a temporary reduction in the Tenant's business income caused by the non-payment of a significant client account.
18. In contrast, the prejudice to the Landlord can be mitigated through a repayment order requiring the Tenants to pay the monthly rent as it becomes due and to make regular payments toward the arrears. Such an order balances the Landlord's interest in recovering the arrears with the significant hardship that eviction would impose on the Tenants and their child. Further, should the Tenants fail to comply with the repayment plan or fail to pay the rent as it becomes due, the Landlord will have legal recourse through the Board to seek enforcement of the order, including eviction. As a result, the Landlord's interests are adequately protected while providing the Tenants with a final opportunity to preserve their tenancy.
19. Having considered all of the circumstances, I am satisfied that it would not be unfair to grant the Tenants relief from eviction by way of a repayment plan. The proposed nine-month repayment period is achievable and reasonable in light of the amount of the arrears, the Tenants' household income, and the evidence that the Tenants expect their financial circumstances to improve. Accordingly, I find that relief from eviction should be granted on terms requiring the payment of the ongoing rent and the arrears.
20. 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.

It is ordered that:

1. The Tenants shall pay to the Landlord \$4,147.68 for arrears of rent up to May 31, 2026, and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$460.00 each month from June 15, 2026, 2026 to January 15, 2027, on or before the 15th day of each corresponding month; and
 - b) \$467.68 on or before February 15, 2027
3. 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.

4. If the Tenants fail 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 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

Christina Philp
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.