



Order under Section 69 Residential Tenancies Act, 2006

Citation: Homestead Land Holdings Limited v Yaworski, 2026 ONLTB 46039

Date: 2026-06-17

File Number: LTB-L-024495-26

In the matter of: 815, 1310 MCWATTERS RD
OTTAWA ON K2C3N8

Between: Homestead Land Holdings Limited Landlord

And

Cindy Yaworski Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Cindy Yaworski (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 3, 2026.

The Landlord's Legal Representative, Jessica Shanani and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. At the outset of the hearing, we raised a preliminary issue regarding whether the Tenant had been served with all applicable and valid Notices of Rent Increase (N1 Notices), given that the Landlord's L1 Application included amounts for additional rent owing arising from an Above Guideline Increase Order.
2. While the Tenant initially disputed the total arrears claimed on the L1 Application, the Tenant acknowledged having received copies of the N1 Notices issued by the Landlord and did not dispute the arrears owing.
3. On that basis, we are satisfied that the Tenant had received the relevant notices and understood the basis of the arrears' calculations.

L1 Application

4. 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.

5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,127.87. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$69.96. This amount is calculated as follows: $\$2,127.87 \times 12$, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to June 30, 2026, are \$12,582.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,937.51 from the Tenant 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.
12. Interest on the rent deposit, in the amount of \$13.60 is owing to the Tenant for the period from February 2, 2026, to June 3, 2026.

Delayed Eviction

13. We 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 postpone the eviction until July 31, 2026, pursuant to subsection 83(1)(b) of the Act.
14. The Tenant requested relief from eviction in the form of a 12-month payment plan. In considering this request, we first assessed whether the proposed payment plan is realistic and likely to succeed.
15. The Tenant's proposed payment plan would require payment of ongoing monthly rent together with significant additional payments towards the arrears. During the hearing, the Tenant was unable to clearly identify the monthly amount required under her proposed plan and only calculated it after further discussion, ultimately estimating it to be \$1,276.00 per month. She indicated that this amount would be paid on the first of each month, together with the regular monthly rent.
16. The Tenant testified that her sole personal income is disability benefits of approximately \$1,450.00 per month.
17. The Tenant further testified that she is relying on anticipated financial assistance from her boyfriend and her parents to fund the proposed payment plan. She stated that her parents have recently begun providing her with approximately \$500.00 per month. Regarding her boyfriend, she testified that he was previously unemployed when the arrears accumulated but he has since returned to work.
18. The Tenant was unable to clearly identify her boyfriend's monthly earnings during direct testimony. Instead, she read aloud three bi-weekly pay stubs from his primary

employment, spanning from April 13, 2026, to May 24, 2026, in the amounts of \$923.00, \$1,036.29, and \$1,337.00, and she estimated his part time income to be \$1,200.00 per month. However, the Tenant did not upload these pay stubs in support of this assertion, and no documentary evidence of her boyfriend's overall income was provided, and her boyfriend did not attend the hearing to confirm this evidence. Accordingly, we can attribute little weight to these figures.

19. During cross examination the Tenant made critical admissions that severely undermined the reliability of this proposed funding. She admitted that her parents give her \$500.00 per month and that her boyfriend has been working since April and has given her a small amount of money. However, none of these funds had been applied toward the rent or the arrears. She also conceded that she prioritized other bills and personal expenses over her rent, and stated she was merely "going off what he told me", regarding her boyfriend's anticipated financial assistance. Because, neither the Tenant's boyfriend nor the Tenant's parents attended the hearing to confirm their ongoing willingness or ability to assist, we cannot give much weight to the Tenant's assertion that these funds will be available or used to fund the payment plan.
20. The Landlord's Representative opposed relief from eviction and submitted that the tenancy is no longer viable. The Landlord's Representative noted that the tenancy has involved recurring arrears since its inception and that prior payment arrangements have not been successful in resolving the arrears. The Landlord's Representative further submitted that the Tenant's proposed payment plan relies entirely on financial assistance from her boyfriend and parents, neither of whom attended the hearing.
21. We accept the Landlord's submission that this tenancy has involved persistent arrears and unsuccessful prior payment arrangements.
22. At the hearing, a close examination of the Tenant's income and expenses was conducted. Considering the amount of the arrears, the Tenant's income and expenses, the payment history, and the uncertainty surrounding third-party financial assistance, we find on a balance of probabilities that this tenancy is no longer viable, and the proposed plan is not realistic.
23. The Tenant testified to significant personal hardships. She is currently enrolled in school, expecting to graduate in approximately five months, and expressed concerns that shelter accommodation may create practical challenges, including the security of personal belongings required for her studies and clinical placements.
24. She further testified that she has been actively seeking alternative housing but has been unable to secure accommodation due to affordability concerns, including the requirement to provide first and last month's rent, and limited shelter options.
25. The Tenant also testified that she suffers from ongoing medical issues, including back problems requiring weekly injections, and relocating may affect her ability to access medical treatment and appointments.
26. We accept that housing and shelter options are limited in the Tenant's circumstances and further accept that a standard eviction will cause hardship to the Tenant. At the same time,

I acknowledge that the arrears are substantial, continue to increase, and that the Landlord has experienced significant prejudice by not receiving rent when due.

27. Pursuant to subsection 83(1)(b) of the Act, we must balance the hardship that a standard eviction would cause to the Tenant against the continuing prejudice to the Landlord arising from the accumulation of arrears.
28. Having considered all the disclosed circumstances in accordance with subsection 83(2) of the Act, we find it appropriate to delay the eviction until July 31, 2026. This delay provides the Tenant with a meaningful opportunity to secure alternative housing while recognizing that the tenancy is no longer viable and that further delay would be unfair to the Landlord. The Landlord's prejudice is reduced by using the last month's rent deposit towards July 2026 rent.

It is ordered that:

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:**
 - \$12,768.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$14,895.87 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. 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 July 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **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 July 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,898.90. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$69.96 per day for the use of the unit starting June 4, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 August 1, 2026.

June 17, 2026
Date Issued

Sharda Sankar Bickram Singh
Member, Landlord and Tenant Board

Mayra Sawicki
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 expires on February 1, 2027 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 June 30, 2026

Rent Owing To June 30, 2026	\$12,582.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,768.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$14,709.87
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,895.87

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$10,664.01
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,937.51
Less the amount of the interest on the last month's rent deposit	- \$13.60
Total amount owing to the Landlord	\$8,898.90
Plus daily compensation owing for each day of occupation starting June 4, 2026	\$69.96 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	