



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

File Number: LTB-L-025293-26

In the matter of: 48, 50 LAKESHORE RD
ST CATHARINES ON L2N6P8

Between: Tony Mummery Landlords
Sara Mummery

And

Faith Miller Tenants
Brett Hopgood

Tony Mummery and Sara Mummery (the 'Landlords') applied for an order to terminate the tenancy and evict Faith Miller and Brett Hopgood (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlords, Landlord's Legal Representative, Charl Krouchan, and the Tenants attended the hearing.

The Tenants spoke with Duty Counsel prior to the start of the proceeding.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,100.00. It is due on the 1st day of each month.
4. The Tenants have paid \$2,100.00 to the Landlords since the application was filed.
5. The rent arrears owing to June 30, 2026, are \$6,300.00.

6. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenants owe the Landlords is \$6,486.00.
8. The Tenants agree that the total amount currently owing to the Landlords is \$6,486.00.

Relief from Eviction

9. 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 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.
10. The Tenant BH testified on behalf of both Tenants. The Tenant FM was present at the hearing and indicated that she agreed with the evidence and submissions of BH.
11. The Tenants seek relief from eviction in the form of a payment plan. The Tenants submit that they wish to preserve the tenancy. They live with their three children, ages 11, 12, and 13.
12. The Tenants testified that they experienced financial difficulty following a period of unemployment of BH, after losing his driver's license. The Tenants further testified that BH has since obtained full-time employment and is working substantial hours, including overtime. The Tenants estimate their monthly income to be approximately \$6,000.00.
13. At the hearing, a close examination of the Tenants' income and expenses was conducted. The Tenants estimated their monthly living expenses to be approximately \$2,428.00. When combined with their monthly rent of \$2,100.00, their total monthly expenses amount to \$4,528.00, leaving an estimated monthly surplus of approximately \$1,472.00. I note that because the Tenants have three children and a pet, a portion of this surplus must reasonably be reserved for unexpected emergencies.
14. The Tenants acknowledged that rent has not been paid consistently and that arrears accumulated over time. The Tenants made a recent payment toward the arrears and proposed to continue monthly payments. Specifically, the Tenants offered to pay \$900.00 per month towards the arrears and the filing fee for this application, which total \$6,486.00. Under this proposed plan, it would take eight months to fully resolve the arrears. The Tenants testified that eviction would cause significant hardship, noting it would likely result in BH losing his new employment due to a lack of stable housing, as he requires space to store his work equipment and prepare for work. They also testified that eviction would displace their children from school.
15. The Landlords strongly opposed a payment plan. The Landlords are private landlords who rely on rental income to meet mortgage payments, condominium

fees, insurance, and property taxes, and they have had to pay out-of-pocket to cover these expenses. They testified that they have refinanced their mortgage and taken on additional work to manage the financial impact of the arrears. They also testified that prior verbal and emailed payment arrangements were unsuccessful. The Landlords also testified to experiencing profound psychological and emotional stress due to a recent family tragedy, which compounded by the ongoing financial strain, leaves them with no confidence or capacity to sustain further broken payment arrangements.

16. We accept that the Landlords have experienced significant financial hardships as a result of the arrears.
17. We accept that the Tenants' financial circumstances have improved following a period of unemployment, and that FM faced a severe medical crisis involving a three-week hospital stay approximately two months ago. I find that eviction would result in genuine hardship for the Tenants and the three children residing in the unit.
18. However, the arrears remain significant, and rent has not been paid consistently over an extended period. No documentary evidence of income was provided, and I find the Tenants' evidence regarding available surplus income to be inconsistent.
19. In the circumstances, we are not satisfied that an eight-month payment plan would be appropriate or fair to the Landlords. While I must consider the hardship that eviction would cause the Tenants, I must balance those circumstances against the ongoing financial impact on the Landlords. This tenancy has a history of unsuccessful payment arrangements, and requiring the Landlords to wait a further eight months to recover the arrears would place an unreasonable burden on them. The Landlords have already been required to work additional hours and refinance their mortgage at a higher rate in order to maintain the property. I accept that the financial measures taken by the Landlords are not sustainable in the long term if rent continues to be paid inconsistently. Accordingly, I am not satisfied that the Tenants' proposed payment plan is appropriate. The Landlords require greater financial certainty in order to meet their obligations and maintain the rental property.
20. However, eviction is a remedy of last resort. Based on the evidence before me, I am satisfied that the Tenants have the ability to make meaningful payments toward the arrears. Given BH's return to full-time employment and the Tenants' stated intention to maintain the tenancy, I find that a shorter and strictly enforced payment plan, along with a requirement that rent be paid in full and on time for the following 12 months, appropriately balances the Tenants' ability to address the arrears with the Landlords' urgent need for certainty and financial stability.
21. Therefore, in consideration of all the circumstances, we find that it would not be unfair to grant the Tenants one final opportunity to maintain the tenancy, subject to strict compliance with a six-month payment schedule.

It is ordered that:

1. The Tenants shall pay to the Landlords \$6,486.00 for arrears of rent up to June 30, 2026, and costs.
2. The Tenants shall pay to the Landlords the amount set out in paragraph 1 in accordance with the following schedule:

Date of Payment	Payment Amount
July 17, 2026	\$1,081.00
August 17, 2026	\$1,081.00
September 17, 2026	\$1,081.00
October 17, 2026	\$1,081.00
November 17, 2026	\$1,081.00
December 17, 2026	\$1,081.00

3. The Tenants shall also pay to the Landlords new rent on time and in full as it comes due and owing for the period July 1, 2026, to December 1, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants 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 Tenants to the Landlords pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlords may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after June 30, 2026.

June 23, 2026
Date Issued

Sharda Sankar Bickramsingh
 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.