



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2827531 Ontario Inc v Kelly, 2026 ONLTB 49029

Date: 2026-06-23

File Number: LTB-L-032473-26

In the matter of: 3, 70 Grierson Rd
Kirkland Lake ON P2N1E2

Between: 2827531 Ontario Inc Landlord

and

Jennifer Edna Kelly Tenant

2827531 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Edna Kelly (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 17, 2026.

The Landlord's Agent, Thomas Dela Cruz, 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 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$840.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$27.63. This amount is calculated as follows: $\$840.50 \times 12$, divided by 365 days.
5. The Tenant has paid \$1,681.00 to the Landlord since the application was filed.
6. The parties agreed that the rent arrears owing to June 30, 2026 are \$840.50.
7. The Landlord incurred costs of \$186.00 for filing the application. The Tenant disputes that she should be required to reimburse the Landlord for this cost because she attempted to come to a payment arrangement with the Landlord when she initially missed the rent payment back in February 2026. She testified that when she spoke to the Property Manager, they wouldn't speak to her about it and just accused her of not making rent payments she had actually made.

8. If the Tenant were not in arrears, the Landlord would not have had to file the application. It is the responsibility of the Tenant to pay the lawful rent each month to the Landlord in full and on the day it becomes due. If this does not happen, the Landlord may enforce their legal rights, by way of filing an application for non-payment of rent, which is the process they followed in this case. Therefore, the Tenant shall pay the application fee to the Landlord.
9. The Landlord collected a rent deposit of \$800.00 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.
10. Interest on the rent deposit, in the amount of \$61.82 is owing to the Tenant for the period from March 1, 2023 to June 17, 2026.
11. The Tenant is seeking to preserve the tenancy. She proposed that she could make payments of \$300.00 on the 20th of each month until the arrears are paid. The Landlord's Agent agreed to the repayment plan proposed.
12. I have considered all of the disclosed circumstances in accordance with section 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including that the Landlord consents to the repayment plan proposed, and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to section 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenant shall pay the Landlord \$1,026.50, which represents the arrears of rent and costs outstanding for the period ending June 30, 2026.
2. The Landlord's application for eviction of the Tenant is denied on the condition that:
 - (a) The Tenant shall pay installments of \$300.00 on or before the 20th day of the month for the five (3) month period commencing June 20, 2026 to August 20, 2026.
 - (b) The remaining balance of \$126.50 shall be paid on or before September 20, 2026.
 - (c) For the period of July 2026 to September 2026, or until the arrears are paid in full, whichever date is earliest, the Tenant shall pay the Landlord the monthly rent in full and by the first day of each corresponding month.
3. 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. Also, 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 the amount due and owing under this order and any new arrears, NSF fees and related charges that became owing after June 30, 2026. The order that results from this section 78 application is

usually issued without a hearing.

June 23, 2026

Date Issued

Candace Aboussafy

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.