



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

File Number: LTB-L-027272-26

In the matter of: 286 Kincardine Ave
Kincardine ON N2Z2R5

Between: Bruce County Housing Corporation Landlord

And

Christina Doidge Tenant

Bruce County Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Christina Doidge (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on June 11, 2026.

Only the Landlord's Agent, Cathy Snyder, attended the hearing.

As of 1:41 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$130.00. It is due on the 1st day of each month.
4. The Tenant has paid \$130.00 to the Landlord since the application was filed.
5. The rent arrears owing to June 30, 2026, are \$390.00.

NSF Fees

6. The Landlord has claimed \$60.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 3 cheques given by or on behalf of the Tenant which were returned NSF. The Landlord's claim for compensation related to NSF fees is dismissed for the reasons outlined below.

Legislation

7. Section 87 (5) of the Act states that:
 1. The amount of NSF cheque charges claimed by the landlord and charged by financial institutions in respect of cheques tendered to the landlord by or on behalf of the tenant or former tenant, to the extent the landlord has not been reimbursed for the charges.
 2. The amount of unpaid administration charges in respect of the NSF cheques, if claimed by the landlord, that do not exceed the amount per cheque that is prescribed as a specified payment exempt from the operation of section 134. 2006, c. 17, s. 87 (5); 2020, c. 16, Sched. 4, s. 18 (3).

Intent of the Legislation

8. This section of legislature is drafted very specifically, and I believe it was done so with intent that this section strictly applies to "NSF" fees incurred by a cheque.
 15. The term "NSF" appears approximately 23 times in the Act and on each occasion, it is specified to refer specifically to cheques. In a grammatical and ordinary sense, the inclusion suggests a narrow interpretation of NSF to apply specifically to payments made by cheque. This is consistent throughout the Act.

Amendment to s. 87(5)

9. Section 87(5) was last amended through the *Protecting Tenants and Strengthening Community Housing Act*, 2020. The amendments made, did not include an expansion of the payment methods applicable, and it remained that the section only applies to payment made by cheques. When legislature was considering these amendments in 2020, I believe they were aware of the many available payment options of the modern world and still, chose to leave the section restricted to payments made by cheque.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. Accordingly, the total amount the Tenant owes the Landlord is \$576.00.

Relief from Eviction

12. 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.
13. The Landlord sought a conditional order to provide the Tenant with an opportunity to pay off the arrears and preserve their tenancy. The quantum of arrears is low, and I believe that it would be reasonable to issue relief in the form of a payment plan.
14. As the matter was uncontested, I could not hear evidence from the Tenant on their financial circumstances and their ability to abide by the terms of a payment plan. This rental unit is an RGI unit, and it would be reasonable to infer that the Tenant is of a limited fixed income. Therefore, I find it appropriate that the Tenant pays off the arrears over the course of eight months.

It is ordered that:

1. The Tenant shall pay to the Landlord \$576.00 for arrears of rent up to June 30, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

DATE	PAYMENT
July 15, 2026	\$75.00
August 15, 2026	\$75.00
September 15, 2026	\$75.00
October 15, 2026	\$75.00
November 15, 2026	\$75.00
December 15, 2026	\$75.00
January 15, 2027	\$75.00
February 15, 2027	\$51.00

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 February 1, 2026, 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 June 30, 2026.

June 29, 2026

Date Issued

Chris Hall

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.