



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

File Number: LTB-L-034202-26

In the matter of: 459 TALBOT ST N
ESSEX ON N8M2W5

Between: Brummell Holdings Landlord

And

Shawna Romat Tenant

Brummell Holdings (the 'Landlord') applied for an order to terminate the tenancy and evict Shawna Romat (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 23, 2026.

The Landlord's agent, Carig Brummell, 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 \$2,302.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.68. This amount is calculated as follows: \$2,302.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$6,707.75.
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 \$2,302.00 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.

9. Interest on the rent deposit, in the amount of \$122.32 is owing to the Tenant for the period from February 20, 2024, to June 23, 2026.
10. 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.
11. The Tenant did not dispute the amount owing. The Tenant testified that she is a single mother of five children, aged 16, 13, 12, 11, and 7. She stated that she does not receive child support and works full time. The Tenant testified that she fell into arrears because her Canada Child Benefit was reduced after the children's father claimed the children for tax purposes. She also testified that she missed work because one of her children was seriously ill. The Tenant testified that her employment income is approximately \$2,200.00 per month and that her Canada Child Benefit is expected to be approximately \$2,800.00 per month, beginning June 19, 2026. Based on this evidence, the Tenant's monthly income is expected to be approximately \$5,000.00. The Tenant stated that she wishes to preserve the tenancy.
12. The Tenant proposed to pay the ongoing monthly rent in full as it becomes due, plus \$287.24 every two weeks toward the arrears, beginning July 10, 2026, until the arrears are paid in full. Based on the arrears of \$6,893.75, this payment plan will repay the arrears over approximately 12 months.
13. The Landlord requested a standard eviction order. The Landlord submitted that the arrears have caused financial hardship and cash flow difficulties. The Landlord testified that he is a small landlord with three residential rental properties. He also testified that this is the third L1 application involving this tenancy since the Tenant moved into the rental unit in February 2024. I accept that the arrears have caused prejudice to the Landlord.
14. I find that the proposed payment plan is reasonable and financially viable. The payment plan requires the Tenant to make regular biweekly payments toward the arrears while maintaining the ongoing monthly rent. The Tenant's expected monthly income of approximately \$5,000.00 supports a finding that she has the ability to comply with the plan. The plan also provides the Landlord with repayment of the arrears within a defined and reasonable period.
15. I have considered the Landlord's evidence that the Tenant has repeatedly paid rent late during the tenancy and that there have been previous L1 applications. However, I find that the Tenant's current circumstances support granting relief from eviction. The Tenant provided a specific explanation for the arrears, including the reduction in her Canada Child Benefit and missed work due to her child's illness. The Tenant also provided a concrete repayment proposal and testified that her income is expected to stabilize once her Canada Child Benefit is restored. I have also considered the serious hardship the Tenant and her five children would experience if the tenancy were terminated. In all of the circumstances, I find that granting a conditional order appropriately balances the Tenant's need to preserve housing for her family with the Landlord's right to receive payment of the arrears and ongoing rent.

16. Accordingly, I will grant relief from eviction on the condition that the Tenant pays the ongoing monthly rent in full as it becomes due and pays \$287.24 every two weeks toward the arrears, beginning July 10, 2026, until the arrears are paid in full.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6,893.75. This amount includes rent arrears owing up to June 30, 2026, and the cost of filing the application.
2. The Tenant shall pay the amount set out in paragraph one according to the following schedule:

Date payment is due	Payment amount
July 10, 2026	\$287.24
July 24, 2026	\$287.24
August 7, 2026	\$287.24
August 21, 2026	\$287.24
September 4, 2026	\$287.24
September 18, 2026	\$287.24
October 2, 2026	\$287.24
October 16, 2026	\$287.24
October 30, 2026	\$287.24
November 13, 2026	\$287.24
November 27, 2026	\$287.24
December 11, 2026	\$287.24
December 25, 2026	\$287.24
January 8, 2027	\$287.24
January 22, 2027	\$287.24
February 5, 2027	\$287.24
February 19, 2027	\$287.24
March 5, 2027	\$287.24
March 19, 2027	\$287.24
April 2, 2027	\$287.24
April 16, 2027	\$287.24
April 30, 2027	\$287.24
May 14, 2027	\$287.24
May 28, 2027	\$287.23

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 July 1, 2026, to May 1, 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 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 29, 2026
Date Issued

Joy Xiao
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.