



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

File Number: LTB-L-023251-26

In the matter of: 129 WEST 4TH ST
HAMILTON ON L9C3N1

Between: MARWAN HADDADIN Landlords
Svetlana Khaddadine

And

Emily Kent Tenants
Steven Manseau
Logan Manseau

MARWAN HADDADIN and Svetlana Khaddadine (the 'Landlords') applied for an order to terminate the tenancy and evict Emily Kent, Steven Manseau and Logan Manseau (the 'Tenants') because the Tenant did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 27, 2026.

The Landlords and the Tenant, Emily Kent, attended the hearing.

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 \$2,700.00. It is due on the 1st day of each month.
4. The rent arrears owing to May 31, 2026, are \$13,500.00, which is not disputed.
5. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenants owe the Landlord is \$13,500.00.

7. 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.
8. The Landlords sought a standard voidable eviction order.
9. The Tenants sought relief from eviction in the form of a payment plan that would involve monthly payments of \$1,000.00 towards the arrears on the 1st of every month, in addition to payment of ongoing rent in full and on time. According to this payment plan, it would take the Tenants just over 14 months to satisfy the arrears. In addition, June 2026 rent would be paid in full and on time.
10. The Landlord's submitted the payment plan was prejudicial to them because the Tenants have failed to pay any rent that has become due since the filing of the application, and they waited 2 months to file the application as the Tenants have promised to make payments. The Landlords further submitted that they have to pay for the mortgage, taxes, and cannot wait any longer for payments, and would like to re-rent out the unit to someone who will pay their rent. IN addition, the Landlords submitted that Marwan is the only income provider, within their household but the mortgage is not in default, all mortgage payments are up to date, both for the rental property and their personal property.
11. The Landlords did not present any concrete, objective evidence that they will experience hardship, financial or otherwise, if I grant the Tenants request for a payment plan. I considered the relative prejudice to the parties of granting relief from eviction, and I find it would be more prejudicial to the Tenants to find alternative living arrangements than to order the proposed payment plan and have the arrears paid over 14 months.

It is ordered that:

1. The Tenants shall pay to the Landlords \$13,686.00 for arrears of rent up to May 31, 2026, and costs (\$186.00 filing fee).
2. The Tenants shall pay to the Landlords the amount set out in paragraph 1 in accordance with the following schedule:
 - a) On or before the 1st day of each month from July 1, 2026, to July 1, 2027, the Tenants shall pay the Landlord \$1,000.00; and
 - b) On or before the 1st day of August 2027, the Tenants shall pay the Landlord \$686.00.
3. The Tenants shall pay the rent for June 2026 on or before June 30, 2026, if they have not already done so.

4. 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 August 1, 2027, or until the arrears are paid in full, whichever date is earliest.
5. 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 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 May 31, 2026.

June 29, 2026

Date Issued

Samantha Greaves

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.