



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

File Number: LTB-L-034208-26

In the matter of: 28A BEVERLY ST
NAPANEE ON K7R3X7

Between: 1001096591 ONTARIO INC. Landlord

And

JON SHELLEY Tenant

1001096591 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict JON SHELLEY (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 Legal Representative, Ian Macinnis, 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 \$2,595.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$85.32. This amount is calculated as follows: \$2,595.00 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 \$9,086.00.
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 \$2,595.00 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 \$62.71 is owing to the Tenant for the period from April 30, 2025 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 Ac.
11. The Landlord's Legal Representative requested a standard eviction order. The Landlord's Legal Representative submitted that the Tenant has not made any payments since February 28, 2026, and that this is the second L1 application involving this tenancy since the Tenant moved into the rental unit in or around April 2025. The Landlord's Legal Representative also submitted that the Tenant previously made payment promises that were not fulfilled.
12. The Tenant testified that he fell into arrears because his work hours were reduced from approximately 55 hours per week to approximately 20 to 22 hours per week. He testified that, during that period, he had difficulty meeting basic household expenses, including providing food for his children. The Tenant further testified that he recently obtained new employment and now earns approximately \$2,500.00 per week.
13. The Tenant did not file pay stubs or other documentary evidence to support his new income. However, I heard the Tenant's sworn testimony and observed his evidence at the hearing. The Landlord did not provide evidence that contradicted the Tenant's testimony about his new employment or current income. In the circumstances, I have no reason to reject the Tenant's evidence on this point.
14. The Tenant resides in the rental unit with his wife and two children, who are 17 and 8 years old. His wife is not employed. I accept that termination of the tenancy would cause significant hardship to the Tenant and his family.
15. The Tenant proposed to pay the lawful monthly rent in full as it becomes due and to pay \$500.00 every Friday toward the arrears, beginning July 3, 2026, until the arrears are paid in full. Based on the total amount owing of \$9,272.00, the Tenant's proposed payment plan will repay the arrears within approximately five months. I find that this is a reasonable period of time.
16. I have considered the Landlord's concern that the Tenant has not made payments since February 28, 2026, and that earlier payment proposals were not fulfilled. However, I also accept the Tenant's explanation that his previous failure to pay arose from a temporary reduction in work hours and that his financial circumstances have now changed because of his new employment. The proposed plan provides the Landlord with substantial weekly payments and will repay the arrears within a defined and relatively short timeframe.
17. In all of the circumstances, I find that the Tenant's proposed payment plan appropriately balances the interests of both parties. The plan gives the Tenant and his family an opportunity to preserve the tenancy while requiring the Tenant to pay the ongoing rent and repay the full arrears promptly. I therefore find that it would not be unfair to grant relief from eviction on the terms set out in this order.

It is ordered that:

1. The Tenant shall pay to the Landlord \$9,272.00 for arrears of rent up to June 30, 2023, 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 is due	Payment amount
July 3, 2026	\$500.00
July 10, 2026	\$500.00
July 17, 2026	\$500.00
July 24, 2026	\$500.00
July 31, 2026	\$500.00
August 7, 2026	\$500.00
August 14, 2026	\$500.00
August 21, 2026	\$500.00
August 28, 2026	\$500.00
September 4, 2026	\$500.00
September 11, 2026	\$500.00
September 18, 2026	\$500.00
September 25, 2026	\$500.00
October 2, 2026	\$500.00
October 9, 2026	\$500.00
October 16, 2026	\$500.00
October 23, 2026	\$500.00
October 30, 2026	\$500.00

November 6, 2026	\$272.00
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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 November 1, 2026, 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 25, 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.