



Order under Section 69 Residential Tenancies Act, 2006

Citation: Janics v Heseltine, 2026 ONLTB 50574

Date: 2026-06-30

File Number: LTB-L-035333-26

In the matter of: 14 Kitchener, 596101 Highway 59 N
Woodstock ON N4S7W1

Between: Sharon Janics Landlords
John Janics

And

Brinn Heseltine Tenants
Coralee Benoit

Sharon Janics and John Janics (the 'Landlords') applied for an order to terminate the tenancy and evict Brinn Heseltine and Coralee Benoit (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 24, 2026.

The Landlord, S. Janics, the Landlords' legal representative, T. Forrest, and the Tenant, B. Heseltine, attended the hearing. B. Heseltine also spoke on behalf of the second named Tenant.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants was still in possession of the rental unit.
3. The lawful rent is \$1,046.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$34.39. This amount is calculated as follows: \$1,046.00 x 12, divided by 365 days.
5. The Tenants has paid \$2,096.00 into the LTB since the application was filed.
6. The rent arrears owing to June 30, 2026 are \$3,084.00.

7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no dispute that this is a tenancy agreement is between family members, as the Landlords are the parents of the Tenant, Brinn Heseltine.

Last month's rent deposit

9. The Landlords submit that no last month's rent deposit was paid.
10. The Tenant submitted document ID 8222586, page 1, consisting of bank statements from his Tangerine bank account, and testified that he made a payment of \$2,800.00 to the Landlord on February 1, 2022 towards a last month's rent deposit.
11. The Landlord denies this assertion. Although the Landlord does not dispute receiving \$2,800.00 on February 1, 2022, she testified that she has loaned monies to the Tenants on numerous occasions. Specifically, the Landlord testified that she loaned the Tenants \$1,300.00 for the last month's rent deposit of their previous rental unit and an additional \$200.00, and submitted copies of e-transfers made to the Tenants on January 29, 2022 and February 1, 2022 (Document ID 8178649, pages 24 and 25). The Landlord testified that the \$2,800.00 payment was intended to reimburse her for the \$1,300.00 loan, the first month's rent for this rental unit, \$200.00 previously advanced to the Tenants and other loans. The Landlord further testified that the parties regularly exchanged monies by e-transfer in an effort to provide the Tenants with financial assistance.
12. The Landlord also referred to the Tenants' bank records, which confirm that on February 1, 2022, the Tenants' previous landlord returned a last month's rent deposit of \$1,316.11 together with an additional \$1,316.11 as compensation because the Tenants were served with an N12 notice of termination.
13. On a balance of probabilities, I prefer the Landlord's evidence. The monthly rent for the rental unit is \$1,046.00, which is inconsistent with the Tenant's position that the \$2,800.00 payment constituted a last month's rent deposit or first and last month's deposit. Moreover, the documentary evidence supports the Landlord's testimony that monies had been advanced to the Tenants on numerous occasions. This was not denied by the Tenant. I find it more likely than not that the \$2,800.00 payment represented repayment of monies previously advances by the Landlord rather than payment of a last month's rent deposit.
14. Accordingly, I find that no last month's rent deposit was paid for this tenancy.

Relief from eviction

15. The Tenants do not dispute the arrears owing.
16. The Tenant testified that both he and the second named Tenant receive Ontario Works (OW) benefits. Including child tax benefits, their combined monthly income totals \$3,272.00. The Tenant testified that he intends to return to school and has applied for OSAP. However, as of the date of the hearing, the application remained pending and, if approved, the Tenant testified that he would no longer qualify for OW. The Tenant further testified that their monthly expenses total \$2,516.00 per month.

17. The Tenants have three children ages 3, 6 and 7. The Tenant proposed to repay the arrears over a period of 10 months by paying an additional \$335.00 per month in addition to the monthly rent.
18. The Landlord opposed any relief from eviction. The Landlord testified that she has provided financial assistance to the Tenants on numerous occasions, including covering certain expenses on their behalf, and expressed concerns regarding the accuracy of the Tenants reported expenses and their ability to maintain the tenancy going forward. The Landlord testified that, despite her previous efforts to assist the Tenants financially, she no longer believes that the Tenants will be able to sustain the tenancy.
19. The Landlord acknowledged that a payment plan may address the arrears owing; however, she submitted that it would not address extensive damage caused to the rental unit. I explained to the Landlord that the only issue before the Board is the arrears of rent and that any allegations relating to damage to the rental unit are not before me and will not be considered in my determination.
20. 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 pursuant to subsection 83(1)(a) and 204(1) of the Act.
21. According to s. 83 of the Act, when the Board hears an application for an order evicting a tenant, the Board must consider whether there are any circumstances that support granting relief from eviction. The Act is remedial legislation, and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
22. I acknowledge eviction is a remedy of last resort. On a balance of probabilities, I am satisfied that the Tenants can reasonably pay \$335.00 per month towards the arrears in addition to their monthly rent. The arrears have not increased since the filing of the application. In the circumstances, I find that providing the Tenants with a final opportunity to preserve their tenancy is reasonable.
23. Although the Landlords may have grounds to commence a separate application respecting the alleged damage to the rental unit, those allegations are not properly before the Board in this proceeding. I find that a 10-month repayment plan is not unduly lengthy. Any prejudice to the Landlords is mitigated by the inclusion of a section 78 clause in the event of a breach.
24. This order contains all the reasons within it no further reasons shall be issued.

It is ordered that:

1. The Tenants shall pay to the Landlords \$3,270.00 for arrears of rent up to June 30, 2026. This amount includes the \$186.00 application filing fee.

2. The Tenants shall pay to the Landlords the amount set out in paragraph 1 in accordance with the following schedule:
 1. \$335.00 on the first day of each month, commencing July 1, 2026 up to and including March 1, 2027 (9 months).
 2. \$255.00 as a final arrears payment on or before April 1, 2027.
3. 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 April 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 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 June 30, 2026.

June 26, 2026
Date Issued

Mayra Sawicki
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.