



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

File Number: LTB-L-081366-25

In the matter of: 3, 59-61 ALFRED ST
BRANTFORD ON N3S5E8

Between: Sanh Dao Landlord

And

Rick Tayler Tenant
Pam Lankshear

Sanh Dao (the 'Landlord') applied for an order to terminate the tenancy and evict Rick Tayler and Pam Lankshear (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 9, 2025.

Only the Landlord and the Landlord's authorized non-legal representative Jenny Dao-Le attended the hearing.

As of 2:05 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 \$700.00. It is due on the 1st day of each month.
4. The Tenant has paid \$2,100.00 to the Landlord since the application was filed.
5. The rent arrears owing to December 31, 2025 are \$5,600.00.

6. 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.
7. At the hearing, the Landlord's representative indicated that the Landlord is seeking a payment plan for the arrears, given the fact that the Tenants are senior citizens and have lived in the rental unit for nearly twenty years. She indicated that the Landlord would be open to a 14-month payment plan requiring payments of \$400.00 each month toward the rent arrears.
8. In these circumstances, such a payment plan is reasonable. The Landlord expressed an interest in receiving payments toward the rent arrears and is open to continuing the tenancy if such an arrangement is instituted. While the Tenants did not attend the hearing to testify to their circumstances, I find that the Landlord's proposed payment plan adequately addresses the circumstances disclosed at the hearing.
9. The Landlord is not seeking compensation for the costs of filing this application.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,600.00 for arrears of rent up to December 31, 2025.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

<u>Arrears Payment Due Date</u>	<u>Arrears Payment Amount</u>
January 20, 2026	\$400.00
February 20, 2026	\$400.00
March 20, 2026	\$400.00
April 20, 2026	\$400.00
May 20, 2026	\$400.00
June 20, 2026	\$400.00
July 20, 2026	\$400.00
August 20, 2026	\$400.00
September 20, 2026	\$400.00
October 20, 2026	\$400.00

November 20, 2026	\$400.00
December 20, 2026	\$400.00
January 20, 2027	\$400.00
February 20, 2027	\$400.00

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 February 1, 2027, to February 28, 2027, 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 December 31, 2025.

January 7, 2026
Date Issued

Jeremy Henderson
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.