



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

File Number: LTB-L-088500-25

In the matter of: 404, 2099 LAWRENCE AVENUE WEST
TORONTO ON M9N1H9

Between: HERSZ PROPERTIES LIMITED Landlord

And

OSMAN ALI ABDI Tenant
JAMAL HASSAN

HERSZ PROPERTIES LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict OSMAN ALI ABDI and JAMAL HASSAN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 10, 2025.

The Landlord's Legal Representative, Sean Beard 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). 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 \$1,529.28. It is due on the 1st day of each month.
4. The Tenant has paid \$1,550.00 to the Landlord since the application was filed.
5. The Tenant testified he paid an additional \$1,560.00 on December 8, 2025, but there was no proof provided to support this payment was made and the Landlord disputed receiving this payment. As the Tenant could not provide proof that the payment was made, on the balance of probabilities, I find that the payment was not made.
6. The rent arrears owing to December 31, 2025 are \$10,398.36.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. Accordingly, the total amount the Tenant owes the Landlord is \$10,584.36 including the filing fee.
9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and for the reasons set out below 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.
10. The Tenant testified that he has 2 young children residing in the rental property and cannot afford to move. He suggested a monthly payment plan of \$500.00 per month payable on the 20th of every month until the arrears are paid in full. The Tenant was also agreeable to a section 78 clause to ensure that he followed the payment plan.
11. The Landlord's Legal Representative took the position that they have been trying to work with the Tenant and the Tenant should have been making more payments before now to bring down the arrears, then the Landlord would have been amenable to agree to the payment plan. He advised that if I ordered a payment plan, he would like a section 78 clause within the plan permitting the Landlord to file an application to terminate the tenancy, without notice to the Tenant, if the payment plan is breached.
12. A section 78 clause was explained to the Tenant. A section 78 clause means that if the tenant were to breach the payment plan, which means not to follow any of the terms or conditions as set out in this order, the Landlord may within 30 days of the breach, without any notice to the tenant, may apply to the Board for an order terminating the tenancy or evicting the tenant
13. I have considered both parties positions, but I was not provided with any financial prejudice to the Landlord if I were to order the payment plan that the Tenant was suggesting. As a result, I find that the proposed payment plan is reasonable and it would be more prejudicial to the Tenant to lose their housing than would be a payment plan with a section 78 clause to the Landlord.

It is ordered that:

1. The Tenant shall pay to the Landlord \$10,584.36 for arrears of rent up to December 31, 2025 including costs.
2. If the Tenant paid \$1,560.00 on December 8, 2025, the Landlord shall apply that payment towards the arrears in paragraph 1 above.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

- a) \$500.00 monthly payment on or before the 20th day of each month starting January 20, 2026, until October 20, 2027; and
 - b) A final payment of 84.36 on or before November 20, 2027.
4. 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, 2026 to November 1, 2027, or until the arrears are paid in full, whichever date is earliest.
5. 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 9, 2026
Date Issued

Samantha Greaves
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.