



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

File Number: LTB-L-079945-25

In the matter of: 3 CHERRY ST
MCGREGOR ON N0R1J0

Between: SunPark Hidden Creek Residences Corp. Landlord

And

Jason Jeffery Johnson Tenant

SunPark Hidden Creek Residences Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Jeffery Johnson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 17, 2025.

Only the Landlord's Legal Representative Andrew Hyland attended the hearing.

As of 9:30am, 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 \$418.20. It is due on the 1st day of each month.
4. The Tenant has paid \$836.40 to the Landlord since the application was filed.
5. The rent arrears owing to December 31, 2025 are \$836.40.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$1022.40
8. 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.
9. At the hearing the Landlord's Legal Representative sought a payment plan. He testified that the Landlord and the Tenant had reached an agreement that the Tenant would pay \$200.00 per month towards the arrears and pay their rent in full and on time. The Landlord's Legal Representative expected that the Tenant would attend to entered into a payment plan on consent, however, the Tenant did not attend the proceeding. The Landlord's Legal Representative testified that given that the quantum of arrears is low, and the Tenant has made payments a payment plan is appropriate to preserve the tenancy.
10. Based on the Landlord uncontested testimony I am satisfied that a payment plan is appropriate, however, to recognise that the Tenant has not attended to speak to the plan the first payment shall be due 11 days from the date of this order.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1022.40 for arrears of rent up to December 31, 2025 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Due Date	Amount of Payment
On or before January 18, 2026 – On or before April 18 2026	\$200.00 each month
On or before May 18, 2026	\$222.40

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 2026 to May 1, 2026 or until the arrears are paid in full, whichever date is earliest. If the Tenant has not paid the rent for January 2026 as of the date of this order it shall be paid by January 25, 2026.

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

Reid Jackson

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.