



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-034303-25

In the matter of: Lower, 705 MOY AVE
WINDSOR ON N9A2N5

Between: Goldmar Property Management Landlord

And

Luke mcgraw Tenant
Laureen mcgraw

Goldmar Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Luke mcgraw and Laureen mcgraw (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 17, 2025. The member who presided at the hearing is on leave. The Associate Chair of the Landlord and Tenant Board has determined that the Member who heard the application is unable to issue a decision in this matter. The matter has therefore been reassigned to me on the Associate Chair's own initiative under the authority of subsection 4.4(1) of the Statutory Powers Procedure Act. As the reassigned adjudicator, I have in accordance with the authority of subsection 4.4(6) of the Statutory Powers Procedure Act elected to make a decision on the basis of the existing evidentiary record.

The Landlord Representative Justin Brodie Timms-Fryer and the Tenant attended the hearing.

Preliminary issue(s):

1. The Landlord Representative requested that the Tenant's section 82 issues, filed with the Board not be considered owing to lack of disclosure. The Tenant responded, claiming their disclosure was served with through the portal, however, they could not provide any proof that this was consented to by the Landlord.
2. Based on the above submissions, the presiding member granted the request, directing the Landlord's application would only be heard as the Tenant's right would still be protected by the filing of their own separate application.

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 \$1,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.74. This amount is calculated as follows: $\$1,300.00 \times 12$, divided by 365 days.
5. The Tenant has paid \$2,050.00 to the Landlord since the application was filed.
6. The alleged rent arrears owing to July 31, 2025, are \$5,100.00.
7. The Tenant disputed the rent arrears owing claiming they owed \$3,600.00 plus the filing fee. They based this on the allegation that the Landlord received their \$650.00 ODSP payments directly and they had sent \$1,600.00 by electronic transfer between March 17, 2025, and June 16, 2025. They also testified that although there was an error in where their ODSP payments were being sent it was corrected and the ODSP payments were up to date.
8. The Tenant then testified they wished to maintain their tenancy through payment plan in which August 1, 2025, rent would be paid in full therein after \$100.00 a month be paid towards the arrears until the arrears were paid in full. They also gave testimony as to their monthly income, expenses and personal circumstances, including those that may reduce the payment plan proposed.
9. In response the Landlord Representative submitted that the above payments were already reflected in the Landlord's ledger, entered in evidence. They also submitted that the Landlord would be prejudice by the payment plan proposed given the length of time required and the Tenant's minimal efforts to pay the arrears down.
10. Having reviewed the ledger as entered in evidence, and the Tenant's evidence, the alleged payments were reflected as claimed by the Landlord Representative. Accordingly, on this basis, I am satisfied that the arrears owing is \$5,100.00 as alleged.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,300.00 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.
13. 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.

14. Specifically, given the amount owing and submissions made, I am satisfied that to grant a payment plan will not overtly prejudice the Landlord and will afford the Tenant an opportunity to maintain the tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues pursuant to the conditions below.
2. The Tenant shall pay to the Landlord \$5,286.00 for arrears of rent up to July 31, 2025, and costs.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:
 - Commencing August 1, 2025, and on or before the 1st day of each month until December 1, 2029 - \$100.00; and
 - On or before January 1, 2030 - \$86.00.
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 August 2025 to January 2030, 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 July 31, 2025.

January 6, 2026
Date Issued

Kelly Delaney
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.