



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hi Lo Investments v CHIFUNDO, 2026 ONLTB 3271

Date: 2026-01-08

File Number: LTB-L-084798-25

In the matter of: 307, 675 MARTIN GROVE RD
ETOBICOKE ON M9R3T5

Between: Hi Lo Investments

Landlord

And

ALFRED CHIFUNDO

Tenant

Hi Lo Investments (the 'Landlord') applied for an order to terminate the tenancy and evict ALFRED CHIFUNDO (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 5, 2026.

The Landlord's legal representative, Sharron Harris, 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 \$2,449.00. It is due on the 1st day of each month.
4. The Tenant has paid \$2,500.00 to the Landlord since the application was filed.
5. The rent arrears owing to January 31, 2026 are \$9,745.00.
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 \$9,931.00.

Relief from eviction

8. The Tenant testified he lost his job in July 2024 which is when the arrears started to accrue. The Tenant's partner who assists him with expenses was also looking for work at that time. The Tenant stated he has started a new job as a PSW just last month and that his partner successfully obtained employment in British Columbia. The Tenant stated that his partner's living accommodations are provided by her new employer so she can assist him with monthly living expenses.
9. The Tenant estimated his monthly income after tax to be a minimum of approximately \$2,800.00 but that he can work overtime to earn more. The Tenant's expenses above rent are limited to \$125.00 due to the financial assistance he receives from his partner. The Tenant maintained that his partner will be assisting with any shortfall in his income to support his proposed payment plan of \$800 per month until the arrears are paid.
10. The Tenant testified that he made a further payment to the Landlord in the amount of \$1,000.00 on January 2, 2026. The Tenant further testified that he plans to make a further payment of \$1,449.00 on January 9, 2026.
11. Due to processing time the Landlord cannot yet confirm this payment. The Tenant did not upload a copy of his payment receipt.
12. The Tenant stated he has no family he can turn to for assistance in Canada.
13. The Landlord is opposed to the Tenant's payment plan proposal. The Landlord's legal representative submitted that the Tenant has provided no proof that his partner has the ability or desire to assist him. The Landlord's legal representative further submitted that this is a relatively new tenancy and the accumulated arrears are prejudicial to the Landlord who is neither a lending institution nor a social housing provider.
14. The Tenant's arrears appear to be caused by his loss of employment. The Tenant is now employed and given his testimony he has the resources to support a payment plan. In these circumstances I find it appropriate to offer the Tenant an opportunity to preserve the tenancy by accepting his proposed payment plan.
15. 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$9,931.00 for arrears of rent up to January 31, 2026 and costs.

2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - i. \$2,449.00 on or before January 9, 2026 (*this amount considers the Tenant's claimed payment of \$1,000.00 made on January 2, 2026*).
 - ii. \$800.00 on or before March 15, 2026, and continuing on the 15th of each consecutive month until October 15, 2026 (8 months).
 - iii. \$1,082.00 on or before November 15, 2026.
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 2026 to November 2026, 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 January 31, 2026.

January 8, 2026

Date Issued

Melissa Anjema

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.