



JAN 12, 2026

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

File Number: LTB-L-088062-25

In the matter of: 1, 94 CATHARINE AVE
BRANTFORD ON N3T1X7

Between: ROBERT MELICHAR Landlord

And

PHIL COLE
KAITLYN MONARCH Tenant

ROBERT MELICHAR (the 'Landlord') applied for an order to terminate the tenancy and evict PHIL COLE and KAITLYN MONARCH (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 8, 2026.

The Landlord Robert Melichar, the Tenant Phil Cole, and the Tenant Kaitlyn Monarch attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 \$1,825.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.00. This amount is calculated as follows: \$1,825.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,775.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$6,975.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,825.00 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.
9. Interest on the rent deposit, in the amount of \$27.40 is owing to the Tenant for the period from April 23, 2025 to January 8, 2026.

Relief from eviction

10. The Tenant requested relief from eviction and submitted that the rent arrears arose as a result of exceptional circumstances, including a serious medical diagnosis in August 2025 that required them to leave work, resulting in a loss of income. The Tenant further testified that they are currently receiving Employment Insurance benefits, that their spouse recently returned to work following a period of incarceration, and that their household income is expected to improve in the coming months. The Tenant has three children living in the rental unit and submitted that eviction would cause significant hardship to their family. The Tenant agreed with the amount of arrears claimed and proposed a repayment plan, including a lump sum payment and ongoing monthly payments toward the arrears, while paying rent in full and on time going forward.
11. The Landlord opposed relief from eviction. The Landlord submitted that the arrears have continued to increase, that no rent was paid in December or January, and that the Tenant has previously failed to follow through on payment commitments. The Landlord testified that the non-payment of rent has caused significant financial hardship, including the need to borrow money to cover expenses, and expressed concern about the Tenant's ability to meet both ongoing rent obligations and a repayment plan. The Landlord submitted that further delay would be prejudicial and financially unsustainable.
12. 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. Prejudice to the Landlord is reduced as they can apply to the Board to terminate the tenancy in the event of a breach of a condition of this order.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,161.00 for arrears of rent up to January 31, 2026. This amount includes the Landlord's \$186.00 cost for filing this application.

2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
February 1, 2026	\$175.00
February 15, 2026	\$400.00
March 15, 2026	\$400.00
April 15, 2026	\$400.00
May 15, 2026	\$400.00
June 15, 2026	\$400.00
July 15, 2026	\$400.00
August 15, 2026	\$400.00
September 15, 2026	\$400.00
October 15, 2026	\$400.00
November 15, 2026	\$400.00
December 15, 2026	\$400.00
January 15, 2027	\$400.00
February 15, 2027	\$400.00
March 15, 2027	\$400.00
April 15, 2027	\$400.00
May 15, 2027	\$400.00
June 15, 2027	\$400.00
July 15, 2027	\$186.00

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, 2026, to July 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. Section 78 of the Residential Tenancies Act, 2006, S.O. 2006, c.17 applies to this Order. If the Tenant fails to make any of the payments in accordance with paragraphs 2 and 3 of this order, the Landlord may apply at no cost, and without notice to the Tenant, for an order to terminate the tenancy and evict the Tenant. The Landlord must make this application within 30 days of a breach of a condition set out in this Order.

January 12, 2026

Date Issued

Kyle Anderson

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.