



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-088169-25

In the matter of: 12A, 78 BRETON RD
SAULT STE. MARIE ON P6B1A8

Between: Hi-Line Properties Landlord

And

Frank Biron Tenant

Hi-Line Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Frank Biron (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's Agent Lora Capisciolto and the Tenant Frank Biron attended the hearing.

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 \$1,313.28. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.18. This amount is calculated as follows: \$1,313.28 x 12, divided by 365 days.
5. The Tenant has paid \$5,400.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$2,460.68.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,250.00 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 \$74.37 is owing to the Tenant for the period from July 28, 2023 to January 8, 2026.

10. At the hearing, the Landlord and the Tenant agreed, and I accepted, that it would be reasonable to provide the Tenant with conditional relief from eviction pursuant to a payment plan requiring the Tenant to pay the Landlord \$500.00 weekly, on the Thursday of each week, representing payment towards the lawful monthly rent as it comes due and owing, and the remainder towards the rent arrears owing.
11. 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 \$2,646.68 for arrears of rent up to January 31, 2026. This amount includes the Landlord's \$186.00 cost for filing this application.
2. Beginning on Thursday, January 22, 2026, and on each Thursday thereafter, the Tenant shall pay to the Landlord \$500.00 per week.
3. Each weekly payment of \$500.00 shall be applied first to the lawful rent as it becomes due on the 1st day of each month, and any remaining portion of each weekly payment, if any, shall be applied toward the arrears described in paragraph 1 of this order.
4. No other rent payments are required during the term of this order. The weekly payments required by paragraph 2 are deemed to fully satisfy the Tenant's obligation to pay their lawful rent as it come due and owing until the arrears are paid in full.
5. 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 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 16, 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.