



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

File Number: LTB-L-088497-25

In the matter of: 2109, 44 VALLEY WOODS ROAD
TORONTO ON M3A2R7

Between: TOP OF THE VALLEY APARTMENTS Landlord

And

SEAN SAUNDERS Tenant

TOP OF THE VALLEY APARTMENTS (the 'Landlord') applied for an order to terminate the tenancy and evict SEAN SAUNDERS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 6, 2026.

The Landlord's Legal Representative, Sean Beard, and the Tenant attended the hearing.

Determinations:

Preliminary Issue: Natasha Hinds is not a tenant

1. At the outset of the hearing, the Tenant stated that Natasha Hinds (NH) was listed as a tenant, however, she was removed from the lease years ago and she never lived in the unit. The Tenant stated NH acted as a guarantor at the outset of the tenancy, but has since been removed from the lease altogether. The Landlord did not take a position.
2. Based on the unchallenged evidence of the Tenant, I am satisfied that NH does not meet the definition of a 'tenant' pursuant to section 2(1) of the *Residential Tenancies Act, 2006* (the 'Act'). NH has never paid rent or occupied the rental unit and I find that the parties never intended for NH to have the "right to occupy" the rental unit. As a result, they are not proper respondents to this application.

L1 Application:

3. 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.

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,530.66. It is due on the first day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$50.32. This amount is calculated as follows: $\$1,530.66 \times 12$, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to January 31, 2026 are \$6,122.64. The Tenant is not disputing the amount of the arrears.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,493.33 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.

Section 83 Considerations:

11. The Tenant testified that they applied for Employment Insurance (EI) approximately 2 weeks prior to the hearing and he is expecting a call from his caseworker on January 7, 2026. He was told he would be receiving approximately 85% of his previous income, which will amount to approximately \$2,917.00 per month, and the Tenant testified his total monthly expenses are approximately \$1,977.00. The Tenant proposed a repayment plan under which he would pay an additional \$500.00 per month toward the arrears. The Tenant has also applied through rent bank for assistance with his arrears, though he did not know how long the application takes to process.
12. In the alternative, the Tenant sought at least 60 days to vacate the rental unit as he had no family that can assist him and his 9 year old son, who has a disability, lives with him on the weekends.
13. The Landlord was opposed to the payment plan as the Tenant could not confirm how much he will be receiving from EI and there is no guarantee that rent bank will assist the Tenant.
14. 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. While I accept that the arrears are not insignificant, I accept the Tenant's evidence regarding his expenses and the expectation of how much he will be receiving from EI, and I am satisfied that the tenancy is viable. As a result, it would not be unfair to deny eviction subject to a payment plan. If the Tenant does not pay the arrears back according to the plan, the Landlord can bring an application to evict him under section 78.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$6,308.64 for arrears of rent up to January 31, 2026, inclusive of the filing fee.
3. The Tenant shall pay to the Landlord the amount in paragraph 2 of this order in accordance with the following schedule:
 - a. Starting February 15, 2026 and ending January 15, 2027, the Tenant shall pay to the Landlord \$500.00 per month on or before the 15th day of the month;
 - b. On or before February 15, 2027, the Tenant shall pay to the Landlord the remaining balance of \$308.64.
2. Commencing February 1, 2026 and continuing until February 1, 2027, or until the arrears are paid in full, whichever date is earliest, the Tenant shall pay to the Landlord the lawful monthly rent on or before the first day of the month.
3. If the Tenant fails to comply with any of the conditions set out in paragraphs 3 and 4 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (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. The Landlord must make the application within 30 days of the breach of a condition. This application is made to the LTB without notice to the Tenant.

January 22, 2026
Date Issued

Allana McComb
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.