



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

**File Number:** LTB-L-088613-25

**In the matter of:** 308, 545 THE WEST MALL  
TORONTO ON M9C1G6

**Between:** WEST MALL HOLDINGS JOINT VENTURE (1969) Landlord

**And**

JOZSEF PARADI Tenant

WEST MALL HOLDINGS JOINT VENTURE (1969) (the 'Landlord') applied for an order to terminate the tenancy and evict JOZSEF PARADI (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:**

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 \$1,776.86. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$58.42. This amount is calculated as follows: \$1,776.86 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$11,339.27. The Tenant did not dispute the amount of the arrears.
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 \$1,733.53 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 \$0.60 is owing to the Tenant for the period from January 1, 2026 to January 6, 2026.

*Section 83 Considerations*

10. The Tenant testified that his rent fell into arrears as he had been struggling with his diabetes and lost all of his teeth. The Tenant proposed a payment plan as he had a money order in the amount of \$4,000.00 the day of the hearing and could pay the full balance of the arrears by March 31, 2026. His mother recently passed and the estate is in the process of selling her home.
11. The Tenant proposed he could pay \$4,000.00 immediately to the Landlord, and then \$723.14 for February and March 2026, and then pay the remaining balance by March 31, 2026.
12. In the alternative, the Tenant sought at least 60 days to vacate the rental unit.
13. The Landlord sought a standard 11-day order as the Tenant had not attempted to make any payments prior to the hearing date.
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. I accept the Tenant's evidence of being able to make a significant payment towards the arrears immediately and that he can make contributions towards the arrears until they are paid in full by March 31, 2026. I am satisfied that the tenancy is viable, thus 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 \$11,525.27 for rent arrears 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. The Tenant shall pay to the Landlord \$4,000.00 on or before January 9, 2026;
  - b. The Tenant shall pay to the Landlord \$723.14 on February 15, 2026 and March 15, 2026;

- c. On or before March 31, 2026, the Tenant shall pay to the Landlord the remaining balance of \$6,078.99.
4. Commencing February 1, 2026 and continuing until March 1, 2026, 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.
5. 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 20, 2026**  
**Date Issued**

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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.