



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

File Number: LTB-L-092467-25

In the matter of: 406, 3 SUPERIOR AVE
ETOBICOKE ON M8V 2M2

Between: 1 Superior Limited Partnership Landlord

and

Christopher Phillips Tenant

1 Superior Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Phillips (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 16, 2025.

The Landlord's agent, William Wong, 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 \$1,133.59. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.27. This amount is calculated as follows: \$1,133.59 x 12, divided by 365 days.
5. The Tenant has paid \$900.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$5,350.90. The Tenant did not contest the outstanding arrears.
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 \$1,092.83 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 \$91.24 is owing to the Tenant for the period from August 15, 2022 to December 16, 2025.

Relief from Eviction

10. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order.
11. The Tenant testified that he is the sole income earner in the household, his wife is diabetic and does not have a health plan. He stated that he has been paying for her medication, which has contributed to the arrears. The Tenant also testified that he has resided in the rental unit for approximately 20 years. He indicated that his daughter is autistic, and that she would be impacted by the eviction, as she is unfamiliar with certain environments and would require time to adapt to a new living situation.
12. I asked the Tenant whether he started his search for a new rental unit. He indicated that he is unable to afford the current rent in the market. The Tenant states his monthly income to be \$2,700.00, and his monthly expenses to be approximately \$2,200.00. I asked the Tenant whether he can contribute \$500.00 a month towards the arrears. He responded that he could contribute more when his brother moves into the unit on or about December 31, 2025. The Tenant requested a two month delay for an eviction order and then indicated he required a six month delay to pay off the arrears.
13. The Landlord objected to the proposed delay and payment plan. It is the Landlord's position that further delay would cause financial prejudice to the Landlord because costs associated with the rental unit has to be paid.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Tenant's evidence regarding his income and expenses, and his proposal to pay \$500.00 per month towards the arrears. I have also considered the Landlord's objection to the proposed payment plan. While the Landlord submitted that further delay or payment plan would cause prejudice, no documentary evidence was provided in support of that position. Therefore, based on the evidence before me I find it is reasonable to provide the Tenant with an opportunity to preserve his tenancy and pay the arrears in installments. I 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 \$5,536.90 for arrears of rent up to December 31, 2025, which includes the \$186.00 filing fee.
2. The Tenants shall pay to the Landlords the amount set out in paragraph 1 in accordance with the following schedule:

DATE OF PAYMENT	AMOUNT
February 28, 2026	\$500.00
March 28, 2026	\$500.00
April 28, 2026	\$500.00
May 28, 2026	\$500.00
June 28, 2026	\$500.00
July 28, 2026	\$500.00
August 28, 2026	\$500.00
September 28, 2026	\$500.00
October 28, 2026	\$500.00
November 28, 2026	\$500.00
December 28, 2026	\$536.90

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 December 31, 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 Board 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 December 31, 2025.

January 22, 2026
Date Issued

Adeela Alvez
Member, Landlords 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.