



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

File Number: LTB-L-072359-25

In the matter of: 1106, 2255 WESTON RD
YORK ON M9N1Y5

Between: Weston Co-Ownership Apartments Inc. Landlord

And

Fitzroy Daley Tenant

Weston Co-Ownership Apartments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Fitzroy Daley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 18, 2025.

The Landlord's Legal Representative Andrew Hyland 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 \$1,499.53. It is due on the day day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.30. This amount is calculated as follows: \$1,499.53 x 12, divided by 365 days.
5. The Tenant has paid \$4,498.59 to the Landlord since the application was filed.
6. The rent arrears owing to are \$(3,348.75).
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 \$1,090.00 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. The Landlord's Legal Representative Mr. Hyland stated that the Tenant has paid all current arrears, but the arrears currently was consist solely of retroactive AGI amounts created by Member Parish's order on April 15, 2025.
10. The AGI Basis from the April 15, 2025, order consisted of balcony repairs and roof hatch replacements. The order establishes allowable rent increase above guidelines and retroactive arrears.
11. Mr. Hyland again acknowledged this Tenant paid the prior AGI arrears issued in 2024.
12. The Tenant disputed the fairness of the AGIs and states he does not see repairs. He confirmed payment of all regular rent and previously 2024 AGI arrears.
13. Mr. Daley stated he has been at the rental unit since 2010 with a strong history of paying rent on time. He did provide a rent payment screenshots, which was not disputed by the Landlord.
14. The Tenants position is that the arrears feel unfair and unexcepted. I will note the Tenant presented no evidence contradicting the AGI order itself.
15. I requested both parties make submission on eviction. The Landlord sough a standard 11-day order. However, if the payment plan was granted, the Landlord requested a 3-month payment plan beginning January 2026 with a section 78 clause. The Tenant requested the Board preserve his tenancy and requested a 6 month payment plan stating the rent increase is scheduled for January 2026, he has limited income, and needs to balance arrears with his ongoing rent obligations.
16. I accept that the arrears exist and totalled \$1,335.84. These arrears arise from a final AGI order. The Tenant has a near-perfect payment history, and the outstanding arrears equal less than one month of rent.
17. I feel it appropriate in the circumstances to preserve the tenancy given that this is a 15-year tenancy, the Tenant has no pattern of arrears, and the arrears are retroactive to an AGI order and could be confusing in nature.
18. I find that conditional order with a payment plan of 5 months is reasonable and proportionate given the Tenant's current financial circumstances, upcoming rent increasem and the modest size of the arrears.
19. 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 the Landlord \$1,335.84, which represented the arrears of rent outstanding to the period ending November 30, 2025.
2. The Landlord's application for eviction of the Tenant is denied on the condition that:
 - (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

Date Payment Due	Amount of Payment
1 st day of each month, starting February 2026 until June 2026	\$267.17

3. The Tenant shall also pay the Landlord the rent for the month of February 2026 up to and including June 2026, in full and on time for each corresponding month.
4. If the Tenant fails to comply with the conditions set out in paragraph 1 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. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

January 23, 2026
Date Issued

Anthony Bruno
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.