



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-091489-25

In the matter of: 1481 GILES BLVD E
Mount Pleasant ON N9A4H2

Between: Clinton Paul Francis Landlord

And

Breanne Megdall Tenant

Clinton Paul Francis (the 'Landlord') applied for an order to terminate the tenancy and evict Breanne Megdall (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 14, 2026.

The Landlord 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 \$1,875.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$61.64. This amount is calculated as follows: \$1,875.00 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 \$13,439.00. 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 \$1,875.00 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 \$86.79 is owing to the Tenant for the period from January 10, 2024 to January 14, 2026.

Section 83 Considerations:

10. The Tenant testified that in February 2025 she experienced an unexpected medical event that started to affect her income starting March 2025. The Tenant testified her income was reduced because she needed to take a lot of time off from work, and when she returned she only had approximately 45% of her original hours. During this time, the Tenant testified she prioritized other expenses for her 3-year-old child.
11. The Tenant testified she could pay a lump sum of \$6,000.00 and then pay the rest of the arrears at \$200.00 per month for approximately 38 months. The Tenant testified that her monthly income is \$4,500.00 and her expenses are approximately \$4,375.00 per month including rent.
12. If the Tenant is evicted, she testified she would need time to find accommodations as she and her son do not have an alternative place to stay.
13. The Landlord opposed the payment plan. The Landlord testified that he has made 5 private payment plans with the Tenant and she did not follow them. The Landlord testified he reached out to the Tenant on September 22, 2025 to discuss another payment plan, however the Tenant never responded. The Landlord testified that he has experienced financial hardship related to rent not being paid since June 2025.
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 postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act.
15. I accept the evidence of the Tenant that she and her son will be impacted by an eviction, and I find that providing a relatively short delay would allow the Tenant time to find alternative accommodations to mitigate the impact. However, the payment plan proposed is not reasonable as the proposed length of the payment plan is unduly long. Given that the arrears are significant, and the Tenant has not made any payments since the application was filed, a longer delay would be unfair.
16. In these circumstances I find that it would not be unfair to delay eviction until February 28, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$13,625.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$15,500.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 28, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,651.17. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$61.64 per day for the use of the unit starting January 15, 2026 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 1, 2026.

January 30, 2026
Date Issued

Allana McComb
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To January 31, 2026	\$13,439.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,625.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$15,314.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,500.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$12,426.96
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,875.00
Less the amount of the interest on the last month's rent deposit	- \$86.79
Total amount owing to the Landlord	\$10,651.17
Plus daily compensation owing for each day of occupation starting January 15, 2026	\$61.64 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	