



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

File Number: LTB-L-079619-25

In the matter of: 611, 2260 WESTON ROAD
TORONTO ON M9N1Z1

Between: Falco Properties Landlord

And

Thomas Pike Tenant

Falco Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Thomas Pike (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on December 1, 2025.

The Landlord's Agent, Nancy Gallucci and the Tenant attended the hearing.

Determinations:

Amending the application

1. At the hearing, I raised the issue that the application does not include rent owing for September 2025, even though the application was filed on September 16, 2025.
2. The L1/L9 Update Sheet was provided to the Tenant and correctly identifies the rent arrears owing. The Tenant attended the hearing and did not object to an amendment. Pursuant to Rule 15 of the Board's *Rules of Procedure*, I find that the Tenant would not be prejudiced by the amendment and that it is appropriate to amend the application. The application is amended to reflect that rent arrears of \$6,202.88 were owing for the period from December 1, 2024 to September 30, 2025.

N4 Notice of termination

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 \$2,126.86. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$69.92. This amount is calculated as follows: $\$2,126.86 \times 12$, divided by 365 days.
7. The Tenant has paid \$1,000.02 to the Landlord since the application was filed.
8. The rent arrears owing to December 31, 2025 are \$11,583.44.
9. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
10. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,075.00 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.
12. Interest on the rent deposit, in the amount of \$47.61 is owing to the Tenant for the period from January 1, 2025 to December 1, 2025.

Relief from eviction

13. The Landlord's Agent requested a standard 11-day eviction order, submitting that the Tenant has made minimal payments since the application was filed and has failed to comply with prior payment arrangements.
14. The Tenant testified that he fell into rent arrears after losing his employment on July 6, 2025. He stated that although he entered into payment arrangements, he was unable to comply with them due to the loss of two separate jobs.
15. The Tenant testified that he obtained new employment on October 20, 2025. He stated that he has been addressing outstanding child support and hydro arrears and requested an opportunity to enter into an enforceable payment plan to repay the rent arrears. The Tenant testified that he does not wish to lose his housing and proposed making an additional payment of \$500.00 on the 15th day of each month until the arrears are paid in full. The Landlord expressed concern that the Tenant may not be able to comply with a payment arrangement.
16. The Tenant testified that his approximate monthly income is \$3,650.00. He stated that his monthly expenses total approximately \$3,113.86, which include rent, groceries, hydro, cell phone, internet services, car insurance, and child support payments.
17. I have considered the submissions of both parties. I find that the Tenant's loss of employment contributed to the rent arrears and that he has since regained employment. Although the Tenant did not provide evidence of his current income, I find the Tenant to be sincere in his intention to repay the rent arrears and the proposed payment plan to be reasonable and achievable. Denying the Tenant an opportunity to repay the arrears would

result in significant prejudice, as the Tenant would lose his housing despite demonstrating a willingness and ability to pay. While the Landlord has experienced prejudice as a result of the ongoing arrears and the Tenant's failure to comply with prior payment arrangements, that prejudice is mitigated by the issuance of a conditional order, which provides the Landlord with legal recourse in the event of any default. For these reasons, I accept the Tenant's request for a payment plan on the terms set out in the order.

18. At the hearing, the Tenant was advised that a conditional order would be issued requiring payments commencing January 15, 2026 and continuing until the rent arrears are paid in full. Although the date of this order is after the date of the first scheduled payment, the Landlord retains the right to apply to the Board under section 78 of the *Residential Tenancies Act, 2006* for an order terminating the tenancy in the event of non-compliance.
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 to the Landlord the amount of \$11,804.44, representing arrears, NSF charges and costs to December 31, 2025.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$500.00 each month from **January 1, 2026 to November 30, 2027**, on or before the 15th day of each corresponding month; and
 - b) \$500.00 on or before December 15, 2027
3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period **January 1, 2026 to December 31, 2027**, 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 Tenants, apply to the LTB 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 30, 2026
Date Issued

Christina Philp
 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.