



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-097229-25

In the matter of: Unit 1, 202 DUNDAS ST
LONDON ON N6A1G7

Between: Charlene Fang Landlord

And

Cameron Gillespie Tenant

Charlene Fang (the 'Landlord') applied for an order to terminate the tenancy and evict Cameron Gillespie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 29, 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). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$855.00. It is due on the 1st day of each month.
4. The parties agreed the rent arrears owing to January 31, 2026 are \$5,130.00.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. 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.

7. The Tenant testified they have lived in the rental unit for 30 years. The reason the Tenant was unable to pay rent was because he had been feeling unwell. The Tenant is now able to pay their lawful rent on time and in full and all rent arrears within 6 months. The Landlord opposed the payment plan because the Tenant had not been responding to any communication sent by the Landlord. The Tenant has lived in the rental unit for 30 years, and the parties agreed that he has been a great Tenant up until recently. A conditional payment plan would not be seriously prejudicial on the Landlord.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,316.00 for arrears of rent up to January 31, 2026, inclusive of the filing fee.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$855.00 on February 15, 2026;
 - b) \$855.00 on March 15, 2026;
 - c) \$855.00 on April 15, 2026;
 - d) \$855.00 on May 15, 2026;
 - e) \$855.00 on June 15, 2026; and
 - f) \$1,041.00 on July 15, 2026.
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 10, 2026 to July 31, 2026 or until the arrears are paid in full, whichever date is earliest. I have delayed February's rent payment to February 10, 2026 because the order is being issued on January 30, 2026 and I want to ensure the Tenant receives it before the payment deadline.
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 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 January 31, 2026.

January 30, 2026

Date Issued

Vishal Nanda

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.