



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

File Number: LTB-L-091338-25

In the matter of: 112, 30 WEST AVE N
HAMILTON ON L8L8B8

Between: Liuna Hamilton Association c/o DMS Landlord
Property Management Ltd.

And

Russell Hawe Tenant

Liuna Hamilton Association c/o DMS Property Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Russell Hawe (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 27, 2026.

The Landlord's Representative Emily McGivern 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 \$1,018.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$33.47. This amount is calculated as follows: \$1,018.00 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 \$4,012.00.
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 \$1,018.00 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 requested a termination of the tenancy by way of standard order.
10. The Tenant acknowledged that the arrears of rent are owing and requested that his tenancy be preserved. The tenant testified that he changed jobs and now has a daily income to supplement his CPP and OAS, which also should be increasing as he has taxes to be completed.
11. The tenant proposed a repayment plan in the amount of \$500 per month until the arrears are paid in full.
12. The Landlord's Representative submitted that the Landlord was not consenting to the payment plan as they did not believe it to be viable and the Tenant had not provided proof of his income.
13. Balancing the interests and prejudices to each of the parties, I find that the repayment of the arrears by way of the Tenant's proposed payment plan is reasonable based on his circumstances. This will allow the Tenants housing to be preserved, and repayment can be made with prejudice to the Landlord alleviated by allowing the Landlord to apply to the board for termination of the tenancy without further notice to the tenant in the event the tenant fails to comply with conditions of this order.
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 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 \$4,198.00 which represents the amount of rent owing up to January 31, 2026, and the cost of filing the application.
2. The Tenant shall pay this amount owing to the Landlord as follows:

The Tenant shall pay to the Landlord \$500.00 per month on the 1st day of each month starting March 1, 2026, and continuing on until October 1, 2026, inclusive, and a final payment on November 1, 2026 in the amount of \$198.00.
3. The Tenant shall pay the monthly rent for the month of February 2026, on or before February 15, 2026.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period of March 1, 2026, through to November 1, 2026, or until the arrears are paid in full, whichever date is earliest.
5. 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.

February 5, 2026

Date Issued

Brenda Mercer

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.