



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

File Number: LTB-L-099394-25

In the matter of: 2, 38 RUSSELL ST
KINGSTON ON K7K2E5

Between: Hasan Berber Landlord

And

Michael Davidson Tenants
Amy Turner

Hasan Berber (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Davidson and Amy Turner (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 4, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,425.00. It is due on the 1st day of each month.
4. The Tenants have paid \$2,764.00 to the Landlord since the application was filed.
5. The rent arrears owing to February 28, 2026 are \$2,936.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenants owe the Landlord is \$2,936.00.

8. 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.
9. The Tenant, Michael Davidson ('MD') testified that the Tenants fell into arrears as Amy Turner ('AT') lost her job and MD began working part-time. MD testified that he is returning to work on a full-time basis effective February 5, 2026 and that he will be able to pay the arrears by May 8, 2026. MD testified about his household income and expenses and I accept MD's evidence as credible. However, based on the MD's testimony, it appears the Tenants are unable to pay the arrears as proposed.
10. However, given the low amount of the arrears, I find that it would not be unfair in the circumstances to grant relief from eviction in the form of a payment plan requiring the Tenants to pay in 12 monthly installments which I find to be feasible based on the MD's testimony.

It is ordered that:

1. The Tenants shall pay to the Landlord \$3,122.00 for arrears of rent up to February 28, 2026 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a. \$260.16 on or before the 15th day of each month starting February 15, 2026 through to December 15, 2026.
 - b. \$260.24 on or before January 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 March 1, 2026 to January 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail 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 Tenants 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 Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after February 28, 2026.

February 10, 2026
Date Issued

Christopher Lin
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.