



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

File Number: LTB-L-101609-25

In the matter of: 2, 987 MAIN ST E
HAMILTON ON L8M1N3

Between: RENAISSANCE PROPERTY MANAGEMENT Landlord

And

RYAN MCGARVEY Tenant

RENAISSANCE PROPERTY MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict RYAN MCGARVEY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2026.

The Landlord's Representative, Cassandra Weatherston 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 \$897.17. It is due on the 1st day of each month.
4. The rent arrears owing to February 28, 2026, are \$2,869.50.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenant owes the Landlord is \$3,055.50.

7. 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.
8. The Tenant did not dispute the arrears of rent being claimed by the Landlord. The Tenant also confirmed their intention to remain in the rental unit and proposed a repayment plan for the arrears of rent being claimed by the Landlord.
9. I found the payment plan to be reasonable and financially viable based on the Tenant's evidence regarding their income/expenses.
10. Despite the Landlord's request for the issuance of a standard order, I find that the Tenant should be given one last opportunity to void the order and maintain their residential tenancy.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,055.50 for arrears of rent up to February 28, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Arrears Payment Due Date	Arrears Payment Amount
Due on, or before February 23, 2026	\$600.00 payment
Monthly payments due on, or before the 15 th of each month, March 15, 2026 – July 15, 2026	\$400.00 per month
Due on, or before August 15, 2026	\$455.50 payment

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 March 1, 2026, to August 1, 2026, 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 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 February 28, 2026.

February 20, 2026

Date Issued

Ilan Shingait

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.