



Order under Section 69 Residential Tenancies Act, 2006

Citation: Neighbours Community Homes v Brandbridge, 2026 ONLTB 16007

Date: 2026-02-24

File Number: LTB-L-102954-25

In the matter of: 307, 172 CARLTON ST
TORONTO ON M5A2K4

Between: Neighbours Community Homes Landlord

And

Lawrence Brandbridge Tenant

Neighbours Community Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Lawrence Brandbridge (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 17, 2026.

The Landlord's agents Kimberley Ellsworth and Sumie Mizuguchi, and the Tenant attended the hearing. The Tenant met with Tenant Duty Counsel prior to 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 \$390.00. It is due on the 1st day of each month.
4. The Tenant has paid \$1,960.00 to the Landlord since the application was filed.
5. The rent arrears owing to February 28, 2026, are \$770.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 82 Issues

7. On February 10, 2026, the Tenant uploaded to the portal and served on the Tenants an Issues a Tenant Intends to Raise at a Rent Arrears Hearing form, outlining three separate incidents.
8. The first two incidents noted are alleged to have occurred in 2019 and 2020 and as such, in accordance with s. 29(2) of the *Residential Tenancies Act, 2006* (the 'Act'), those issues were not considered. The third issue raised is that of a number of the Tenant's items that were allegedly stolen in July of 2025.
9. The Tenant testified that a number of items he had in the backyard of the residential complex were stolen including a tent that had been airing out, two sleeping bags and the Tenant's girlfriend's e-bike. The Tenant is seeking replacement costs for these items in the amount of \$1,300.00, alleging the Landlord substantially interfered with the Tenant's tenancy as the Landlord's worker did not check video surveillance footage until about a month after the incident. The Landlord's agent testified that the video surveillance software will delete footage after a month. No receipts for any of the items allegedly stolen were provided in evidence. The Tenant cited the receipts material as to why he wasn't able to provide them.
10. The backyard has a fence and was locked. The Tenant was asked if the police were called and whether a police report was produced. The Tenant testified that he believed the police were called and were waiting for the camera footage.
11. The Landlord's agent pointed out a clause in the lease which states that the Landlord is not responsible for loss or stolen items in the residential complex.
12. Having considered the evidence, I am not satisfied that the Landlord substantially interfered with the Tenant with respect to this issue. The police were allegedly called in and around the same date and had been waiting for video footage however, there is an unexplained delay as to why the Tenant never followed up with the Landlord's worker which begs the question as to why the Tenant never followed up with the Landlord considering the police had been involved at that point.
13. As such, I am not satisfied that the Tenant is entitled to an abatement of rent.
14. Accordingly, the total amount the Tenant owes the Landlord is \$956.00.

Section 83 Considerations

15. Considering the quantum of the arrears and the Landlord's desire for a payment plan, I see no reason why a payment plan should not be ordered with respect to this application.
16. 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.

17. The Tenant agreed to pay an additional \$100.00 on top of his rent in order to satisfy the arrears and the Landlord agreed to same. As such, the Tenant will pay an additional \$100.00 per month, on or before the final day of each month until the arrears are satisfied.

It is ordered that:

1. The Tenant shall pay to the Landlord \$956.00 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:
 - a) \$100.00 on or before the last day of each consecutive month, starting March 31, 2026, until November 30, 2026;
 - b) \$56.00 on or before December 31, 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 starting March 1, 2026, to December 31, 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 24, 2026
Date Issued

Jagger Benham
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.