



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-104988-25

In the matter of: 556 PRINCE EDWARD DR N
ETOBICOKE ON M8X2M7

Between: Dunpar Developments Inc. Landlord

And

Todd Herring Tenants
Nicole Bechard

Dunpar Developments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Todd Herring and Nicole Bechard (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 10, 2026. The Landlord's Agent, Jarelle Thomas-Baynes, the Landlord's Legal Representative, Giouzelin Mutlu, and the Tenant, Todd Herring ('TH'), 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 \$2,392.33. It is due on the 1st day of each month.
4. The rent arrears owing to February 28, 2026 are \$27,402.10.
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 Tenants owe the Landlord is \$27,588.10. This amount was not disputed by TH.

Relief from Eviction / Section 83 of the Act

7. The Landlord's Legal Representative requested a standard 11-day termination order.
8. I considered whether the Landlord attempted to negotiate a repayment agreement with the Tenants pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord's Legal Representative submitted that there has been correspondence between the parties regarding a payment plan but the Tenants did not commit to a plan or take any real action.
9. TH stated that he gave the Landlord a bank draft in the amount of \$6,000.00 just prior to the hearing. The Landlord's Legal Representative acknowledged receipt of the draft but submitted that it has yet to be deposited and be cleared by the bank.
10. TH was opposed to termination of the tenancy and requested a payment plan. It was his evidence that the Tenants live in the rental unit with their 12 year old son. TH is currently the only one working as the other Tenant had to stop working due to a medical condition, which was disclosed at the hearing. TH stated that it would be very difficult to find another rental unit in the same area and that their son would be greatly impacted if they were evicted as it would likely mean he would have to change schools.
11. TH stated that he could pay the monthly rent going forward as well as \$2,398.00 each month toward the arrears. TH stated that the Tenants were struggling financially but that he recently renegotiated his work contract and got a raise. In addition, he would be receiving commission on top of his annual salary. TH gave evidence with respect to his new salary, his expected commissions, and monthly expenses and believed that he could afford the payment plan that he proposed.

Analysis

12. Based on the evidence and submissions provided, I find the plan proposed by TH to be viable. In this regard, after deducting the Tenants' rent and monthly expenses from the Tenants' disclosed income, the amount left over is sufficient to cover the monthly arrears payment proposed.
13. There was no evidence to suggest that the plan proposed by TH would cause the Landlord financial hardship.
14. Accordingly, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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. If the Tenants fail to comply with the conditions ordered, the Landlord will have swift recourse under section 78 of the Act.

It is ordered that:

1. The Tenants shall pay to the Landlord \$27,588.10 for arrears of rent up to February 28, 2026 and costs.
2. The Tenants paid to the Landlord \$6,000.00 by way of bank draft on or about February 10, 2026. However, this amount had not cleared as of the date of the hearing. If cleared, this amount shall be deducted from the arrears, bringing the total owing to \$21,588.10. If the payment does not clear, the Landlord shall notify the Tenants forthwith and the Tenants shall replace the payment with certified funds within 72 hours.
3. The Tenants shall pay to the Landlord the remaining amount of \$21,588.10 in accordance with the following schedule:
 - i. \$2,390.00 on or before the 1st day of each month, for a period of 9 months commencing March 1, 2026 to November 2026; and
 - ii. \$78.10 on or before December 1, 2026.
4. The Tenants 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 to December 1, 2026, or until the arrears are paid in full, whichever date is earliest.
5. 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 19, 2026
Date Issued

Rachel Gibbons
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.