



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

File Number: LTB-L-099105-25

In the matter of: 0705, 530 THE EAST MALL
ETOBICOKE ON M9B4A6

Between: Hazelview Property Services Inc.

Landlord

And

Yohann Thompson

Tenant

Hazelview Property Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Yohann Thompson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 5, 2026.

The Landlord's Legal Representative, Sean Beard, 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 \$2,139.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$70.32. This amount is calculated as follows: \$2,139.00 x 12, divided by 365 days.
5. The Tenant has paid \$500.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$8,728.39. The Tenant did not dispute the amount of the arrears.
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 \$1,680.00 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. Interest on the rent deposit, in the amount of \$3.48 is owing to the Tenant for the period from January 1, 2026 to February 5, 2026.

Section 83 Considerations:

10. The Tenant testified that he lost his job and that his wife recently completed her education and is starting a job as a dental hygienist on February 9, 2026. The Tenant testified he has 3 children, aged 3, 5 and 10, and that up until now he was the only individual working in the home. The Tenant testified his wife will be working 40 hours a week making between \$25.00 and \$30.00 an hour, making her after tax income between \$3,000.00 and \$3,500.00. The Tenant also testified that he is attending school and is expecting to get approximately \$19,000.00 from the Ontario Student Assistance Program (OSAP) at the end of March 2026 and only \$5,000.00 is for tuition. The Tenant is hoping to pay most of the arrears with the OSAP funding.
11. The Tenant also proposed a payment plan of \$500.00 per month, however the Tenant's expenses before the arrears is already \$4,354.00 per month. The Tenant testified he is hoping to get a job soon and then there would be 2 incomes to pay expenses and the arrears. In the alternative, the Tenant asked for 4 to 5 months to find alternative accommodations.
12. The Landlord testified that the Tenant has a pattern of accumulating arrears and then paying it off. The Landlord referenced an order from October 16, 2024 (LTB-L-054216-24) where the Tenant's circumstances were similar to the ones presented at the hearing. The Landlord testified that they are seeking a standard 11-day eviction order.
13. 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 postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act.
14. I accept the Tenant's evidence that he and his family will be impacted by an eviction. However, the payment plan proposed by the Tenant is not viable as his expenses already exceed the monthly household income. I find a short delay in eviction to allow the Tenant to either pay off the arrears with his OSAP or the find alternative accommodations would not be unfair. However, a longer delay, given the Tenant has made minimal payments since the application was filed and the arrears are not insignificant, would be unfair.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$8,914.39 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,053.39 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,443.51. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$70.32 per day for the use of the unit starting February 6, 2026 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 1, 2026.

February 25, 2026
Date Issued

Allana McComb
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$9,228.39
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Total the Tenant must pay to continue the tenancy	\$8,914.39

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$11,367.39
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Total the Tenant must pay to continue the tenancy	\$11,053.39

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$7,440.99
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Less the amount of the last month's rent deposit	- \$1,680.00
Less the amount of the interest on the last month's rent deposit	- \$3.48
Total amount owing to the Landlord	\$5,443.51
Plus daily compensation owing for each day of occupation starting February 6, 2026	\$70.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	