



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

File Number: LTB-L-104103-25

In the matter of: 2, 192 BAY ST
TRENTON ON K8V1J1

Between: Aaron Eve Management Landlord

And

Michael Byreiter Tenant

Aaron Eve Management (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Byreiter (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 18, 2026. The Landlord's representative, Lorrie McCullough, and the Tenant attended the hearing. The Tenant met with Duty Counsel prior to the commencement of 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 \$1,255.83. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.29. This amount is calculated as follows: $\$1,255.83 \times 12$, divided by 365 days.
5. The Tenant has paid \$3,690.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$1,427.49.
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 \$1,230.00 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 \$16.49 is owing to the Tenant for the period from July 1, 2025 to February 18, 2026.
10. 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.
11. The Tenant has resided in the rental unit for just over three years. He has a fixed and limited income consisting of Old Age Pension and Canada Pension Plan benefits totalling approximately \$1,200.00 a month and a monthly structured settlement amount of \$1,100.00. The Tenant testified that he supplements his monthly income of \$2,300.00 with casual work earning an extra \$50 to \$60 a week. He stated that based on his income and expenses, he could pay the arrears off within one year.
12. The Landlord's representative indicated that the Landlord preferred a payment plan of six months but were not opposed to a twelve-month plan. The Landlord's representative expressed concern with the viability of the Tenant's plan given his evidence surrounding his income and expenses.
13. The Act is remedial legislation, and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."

14. While I share the Landlord representative's concerns with respect to the viability of the Tenant's plan, I am persuaded by the Tenant's assurances that he would take on extra odd jobs to be able to make the payments in full and on time. I believe it would be reasonable and appropriate to give the Tenant an opportunity to preserve the tenancy by way of a payment plan.

It is ordered that:

1. The Landlord's application to terminate the tenancy and evict the Tenant is denied, subject to the condition that the Tenant pays to the Landlord \$1,613.49 as follows:
 - a) For 11 consecutive months, starting March 2026 through to and including January 2027, the Tenant shall pay the Landlord \$134.46 on or before the 1st day of each month.
 - b) On or before February 1, 2027, the Tenant shall pay the Landlord \$134.43.
2. For 12 consecutive months, starting March 2026 through to and including February 2027, the Tenant shall pay the lawful rent in full and on time.

3. If the Tenant fails to make any one of the payments in accordance with paragraphs 1 and 2 of 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, and within 30 days of any breach of the order, apply to the Board pursuant to section 78 of the *Residential Tenancies Act, 2006* for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pays any new arrears, NSF fees and related charges that became owing after February 28, 2026.

February 24, 2026

Date Issued

Dawn Sullivan

Vice Chair, 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.