



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

File Number: LTB-L-091981-25

In the matter of: Lower Unit, 184 MAGNOLIA AVE
SCARBOROUGH ON M1K3K8

Between: Philip August Landlord

And

Catherine Anthony Tenant

Philip August (the 'Landlord') applied for an order to terminate the tenancy and evict Catherine Anthony (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 29, 2026.

The Landlord's Legal Representative, Aashirni David, the Landlord 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 \$850.00. It is due on the 1st day of each month.
4. The rent arrears owing to January 31, 2026, are \$5,100.00, which is not disputed.
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 \$5,286.00.

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 sought a payment plan according to which they would pay \$500.00 per month toward the arrears on the 20th of each month starting February 20, 2026, in addition to the ongoing rent to be paid in full and on time going forward starting February 1, 2026.
9. The Landlord sought a standard voidable eviction order, and did not consent to the Tenant's payment plan as he is experiencing financial hardship due to the non-payment of rent. The Landlord did not provide details about the financial hardship he has experienced and why the payment plan would cause further financial hardship.
10. I considered the parties' submissions, and I find there would be more prejudice to the Tenant if they had to find alternative living arrangements than the Landlord would experience if I was to impose a payment plan to allow the Tenant to satisfy the arrears in installments.
11. Given the date of this order, I have postponed the deadline for the first installment in the payment plan. If the Tenant does not comply with the terms below, the Landlord has the ability, with no notice to the Tenant, to apply to the LTB for eviction within 30 days of the Tenant's breach.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,286.00 for arrears of rent up to January 31, 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) Payments in the amount of \$500.00 per month due on or before the 20th day of each month, starting March 20, 2026, until December 20, 2026
 - b) A final payment in the amount of \$286.00 due on or before January 20, 2027.
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 April 1, 2026, to January 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. The Tenant shall pay February 2026 rent, in full on or before March 10, 2026.

5. The Tenant shall pay March 2026, in full on or before March 15, 2026.
6. 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 January 31, 2026.

March 2, 2026
Date Issued

Samantha Greaves
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.