



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

File Number: LTB-L-057927-25

In the matter of: main floor, 1196 JANE ST
YORK ON M6M4X6

Between: TSEGA KIDANE Landlord

And

ZAGWE YEMANU Tenant

TSEGA KIDANE (the 'Landlord') applied for an order to terminate the tenancy and evict ZAGWE YEMANU (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 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 \$1,050.00. It is due on the 1st day of each month.
4. The Tenant has paid \$1,050.00 to the Landlord since the application was filed.
5. The rent arrears owing to February 28, 2026 are \$6,300.00. This amount is not in dispute.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$6,486.00.

8. The Landlord requested a standard order. The Tenant requested a payment plan under which they would pay \$3,000.00 before the end of the month, with the remaining arrears to be paid over the following three months.
9. The Tenant testified that he recently attempted to change occupations, which resulted in some financial difficulty. He stated that he is now employed and is confident in his ability to comply with the proposed payment plan.
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. I make this finding as the Tenant's evidence was credible, and it would be most fair to allow them an opportunity to clear the entirety of the arrears.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6,486.00 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:
 - \$3,000.00 on or before February 28, 2026;
 - \$1,162.00 on or before March 31, 2026;
 - \$1,162.00 on or before April 30, 2026; and
 - \$1,162.00 on or before May 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 March to May 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 26, 2026
Date Issued

Brett Lockwood
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.