



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hazelview Property Services Inc. v Kerr, 2026 ONLTB 16966

Date: 2026-02-25

File Number: LTB-L-104205-25

In the matter of: 710, 1400 Ouellette Ave.
Windsor, ON N8X 4T4

Between: Hazelview Property Services Inc. Landlord

And

Dale Kerr Tenant

Hazelview Property Services Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Dale Kerr (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 Legal Representative, Cameron Parrot, 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 \$954.05. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$31.37. This amount is calculated as follows: \$954.05 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to February 28, 2026, are \$4,743.33.
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 \$720.00 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 \$20.03 is owing to the Tenant for the period from January 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 testified that he has been living at the rental unit for 15 years. The Tenant started trade school in August 2024 and has had been in and out of work. The Tenant who is by trades a carpenter has now found new employment through the carpenter's union. The Tenant is hopeful that he would be able to pay off the arrears if a payment plan is granted. The Tenant blames the new management of the rental unit partially for his lay-off as he was asked to take time off work many times for inspections and treatments.
12. The Landlord opposes a payment plan because the parties have been before the Board previously and they believe the Tenant is treating them like a private lender. The Tenant requested a pest control treatment and the Landlord complied but now the Tenant blames them for taking time off work. The Tenant has been in arrears consistently since June 2023. The Tenant has not brought any evidence of his new employment.
13. Based on the length of the tenancy and Tenant's circumstances, I find a payment plan is warranted. The Tenant is willing to pay off the arrears in a short period of time which would cause the Landlord minimal prejudice. Even though the Tenant did not bring any proof of his employment, he was able to answer all questions about the new employment, and I found his answers credible. I am satisfied that a payment plan would allow the Tenant a chance to preserve the tenancy.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,743.33 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:

Date of Payment	Payment Amount
On or before March 15, 2026	\$900.00
On or before April 15, 2026	\$900.00
On or before May 15, 2026	\$900.00
On or before June 15, 2026	\$900.00
On or before July 15, 2026	\$900.00

On or before August 15, 2026

\$243.33

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 1, 2026**, to **July 1, 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 25, 2026

Date Issued

Sheena Brar

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.