



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

**Citation:** SKPM Rents 10 v Persaud, 2026 ONLTB 18737

**Date:** 2026-03-04

**File Number:** LTB-L-103246-25

**In the matter of:** 93-100 Rideau St.  
Oshawa, ON L1J6P5

**Between:** SKPM Rents 10 Landlord

**And**

Letisha Persaud Tenant  
Daniel Persaud

SKPM Rents 10 (the 'Landlord') applied for an order to terminate the tenancy and evict Letisha Persaud and Daniel Persaud (collectively the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on February 23, 2026.

The Landlord's Representative, Sylwia McArthur, and Tenant, Letisha Persaud (on her own behalf and on behalf of Tenant Daniel Persaud), attended the hearing.

The Tenant met with Tenant 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 \$3,094.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$101.72. This amount is calculated as follows: \$3,094.00 x 12, divided by 365 days.
5. The Tenant has paid \$5,511.99 to the Landlord since the application was filed.
6. The uncontested rent arrears owing to February 28, 2026, are \$6,579.01.
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 \$2,999.00 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 \$9.32 is owing to the Tenant for the period from January 1, 2026, to February 23, 2026.

Relief from Eviction

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, 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 Landlord's Representative submitted that the Tenant fell into rental arrears in November 2025. Following the onset of arrears, the Landlord made multiple attempts to contact the Tenant by mail to advise of the outstanding balance and to request that a payment arrangement be made. No repayment proposal was received, although partial payments were received. Consequently, the Landlord sought a standard eviction order.
12. The Tenant testified that she resides in the rental unit with her husband and children and wishes to remain in the unit to provide stability for her family, including maintaining her children's current school placement. She stated that her husband sustained a broken finger in November 2025 and has been on modified duties since that time. He is scheduled to return to regular duties on March 9, 2026. The Tenant further testified that she will be returning to work in March 2026 and expects to earn at least \$2,100.00 per month, and likely more depending on her assignment.
13. The Tenant proposed a repayment plan consisting of monthly arrears payments of \$650.00 commencing April 1, 2026. She acknowledged that the household is not in a position to pay the March rent in full but committed to resuming payment of the full lawful monthly rent beginning April 1, 2026, together with the proposed arrears payments.
14. In support of the proposed repayment plan, the Tenant disclosed total monthly household income of \$8,309.00, comprised of \$2,800.00 from her husband's employment income, a minimum of \$2,100.00 from her anticipated employment income, and \$3,409.00 in Canada Child Benefit payments. She disclosed total monthly expenses of \$4,553.00, reflecting an anticipated reduction of \$288.00 in childcare and grocery expenses.
15. Based on the income and expense information provided, and after accounting for the ongoing monthly rent obligation together with the proposed arrears payments, the Tenants would retain an estimated monthly surplus of approximately \$12.00. This surplus supports a finding that the proposed repayment plan is financially feasible and sustainable.

16. After accounting for the ongoing monthly rent obligation and the proposed \$650.00 arrears payment, the household would retain an estimated monthly surplus of approximately \$12.00. While modest, this surplus demonstrates that the proposed repayment plan is mathematically viable based on the evidence before the Board. The anticipated return to full employment for both the Tenant and her husband further supports the stability of the household income going forward. In these circumstances, the repayment plan represents a good faith effort to address the arrears within a defined time period.
17. While the Landlord sought a standard eviction order, the inclusion of a section 78 clause would provide appropriate protection in the event of default. Although the Landlord's Representative did not have instructions to consent to a payment plan, the parties were advised at the hearing that an order would be issued based on the Tenant's proposal as presented.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$9,859.01 for arrears of rent up to March 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:

| <b>Payment #</b> | <b>Payment Date (on or before)</b> | <b>Payment Amount</b> | <b>Balance</b> |
|------------------|------------------------------------|-----------------------|----------------|
| 1                | March 1, 2026                      | \$600.00              | \$9,259.01     |
| 2                | April 1, 2026                      | \$650.00              | \$8,609.01     |
| 3                | May 1, 2026                        | \$650.00              | \$7,959.01     |
| 4                | June 1, 2026                       | \$650.00              | \$7,309.01     |
| 5                | July 1, 2026                       | \$650.00              | \$6,659.01     |
| 6                | August 1, 2026                     | \$650.00              | \$6,009.01     |
| 7                | September 1, 2026                  | \$650.00              | \$5,359.01     |
| 8                | October 1, 2026                    | \$650.00              | \$4,709.01     |
| 9                | November 1, 2026                   | \$650.00              | \$4,059.01     |
| 10               | December 1, 2026                   | \$650.00              | \$3,409.01     |
| 11               | January 1, 2027                    | \$650.00              | \$2,759.01     |
| 12               | February 1, 2027                   | \$650.00              | \$2,109.01     |
| 13               | March 1, 2027                      | \$650.00              | \$1,459.01     |
| 14               | April 1, 2027                      | \$650.00              | \$809.01       |
| 15               | May 1, 2027                        | \$650.00              | \$159.01       |
| 16               | June 1, 2027                       | \$159.01              | \$0.00         |

3. If not already paid, the Tenant shall pay to the Landlord the arrears payment for March 2026 on or before March 7, 2026.

4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period from April 1, 2026, to June 1, 2027, or until the arrears are paid in full, whichever date is earliest.
5. 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 March 31, 2026.

**March 4, 2026**  
**Date Issued**

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**Ken Audziss**  
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.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.