



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

File Number: LTB-L-105142-25

In the matter of: 1, 331 MONA AVENUE
VANIER ON K1L7A3

Between: Frederic NT. & Famille Inc Landlord

And

Phillipe Joly Tenants
Patrina Percival

Frederic Nt. & Famille Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Phillipe Joly and Patrina Percival (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on February 19, 2026.

The Landlord's Agent, Richard Gerard, and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants was still in possession of the rental unit.
3. The lawful rent is \$1,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
5. The Tenants has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$6,000.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

9. The Tenants claim that they paid a rent deposit of \$770.00, to the former Landlord when they moved into the first rental unit in the residential complex on June 1, 2017. The Tenants have moved into two other rental units in the residential complex since then and have now occupied Unit 1 since August 1, 2025. Their last month's rent deposit has been transferred to their new units, and they even topped up their last month's rent deposit when they moved to unit 3 to \$1,150.00. They have never been paid interest on it to date. The Tenants filed a copy of a partial unsigned lease which they claim was the initial lease agreement to show that they paid \$770.00 to the former Landlord.
10. The Landlord's Agent testified that the Landlord purchased the residential complex in August 2025 and was not told by previous Landlord about the last month's rent deposit. The Landlord has no knowledge of the last month's rent deposit.
11. Based on the Tenants' testimony I find that the Tenants paid \$770 to the former Landlord as last month's rent deposit when they moved in. However, there is no supporting evidence to show that they topped up the last month's rent deposit to increase it to \$1,150.00. Since covenants run with the land pursuant to s. 18 of the *Residential Tenancies Act, 2006* (the 'Act'), I find that the current Landlord must account for the last month's rent deposit of \$770 and interest the Tenants have paid.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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*.
13. The Tenant, Philip Joly, requested the Board to grant a payment plan considering the length of the tenancy and that he has acquired employment. The Tenant is a seasonal worker but assures they would be able to sustain a payment plan of \$500.00 a month.
14. The Landlord opposes a payment plan as the Tenants have failed to communicate with them and have reneged on their previous promise of payment.
15. Keeping the length of the tenancy in mind, I am granting the Tenants a payment plan of \$500.00 additional towards arrears each month.

It is ordered that:

1. The Tenants shall pay to the Landlord \$6,201.00 for arrears of rent up to February 28, 2026, and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Due Date	Payment Amount
On or before March 5, 2026	Rent + \$300.00
On or before March 16, 2026	\$200.00
On or before April 1, 2026	Rent + \$300.00
On or before April 16, 2026	\$200.00
On or before May 1, 2026	Rent + \$300.00
On or before May 16, 2026	\$200.00
On or before June 1, 2026	Rent + \$300.00

On or before June 16, 2026	\$200.00
On or before July 1, 2026	Rent + \$300.00
On or before July 16, 2026	\$200.00
On or before August 1, 2026	Rent + \$300.00
On or before August 16, 2026	\$200.00
On or before September 1, 2026	Rent + \$300.00
On or before September 16, 2026	\$200.00
On or before October 1, 2026	Rent + \$300.00
On or before October 16, 2026	\$200.00
On or before November 1, 2026	Rent + \$300.00
On or before November 16, 2026	\$200.00
On or before December 1, 2026	Rent + \$300.00
On or before December 16, 2026	\$200.00
On or before January 1, 2027	Rent + \$300.00
On or before January 16, 2027	\$200.00
On or before February 1, 2027	Rent + \$300.00
On or before February 16, 2027	\$200.00
On or before March 1, 2027	Rent + \$201.00 (costs)

3. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after February 28, 2026.

March 3, 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.