



## **Order under Section 206 Residential Tenancies Act, 2006**

**File Number:** LTB-L-103003-25

**In the matter of:** 706, 200 BAY ST S  
HAMILTON ON L8P4S4

**Between:** Homestead Land Holdings Limited Landlord

**and**

Walter Dowling Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Walter Dowling (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 17, 2026.

Only the Landlord's Representative, Prarthana Bhat, attended the hearing.

As of 1:37 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

### **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 \$1,493.72. It is due on the 1st day of each month.
4. The Tenant has paid \$2,662.82 to the Landlord since the application was filed.
5. The rent arrears owing to February 28, 2026, are \$4,087.24.
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 \$4,273.24.
8. The Landlord sought a conditional order granting relief from eviction so long as the Tenant agreed to pay \$610.46 on the first of each month for the next 7 months and any new rent that came due in full and on time.

9. In support of their request, the Landlord relied on a Payment Agreement under section 206 of the *Residential Tenancies Act, 2006* (the 'Act') that was filed with the LTB on February 13, 2026.
10. The Payment Agreement is signed by both the Landlord and the Tenant. The Tenant also initialed the Payment Agreement indicating they accepted the term that if they failed to make an agreed upon payment, the Landlord could bring an application for an order terminating the tenancy and evicting the Tenant without notice to the Tenant.
11. The LTB's records show no *ex parte* order issued with respect to the Payment Agreement prior to this hearing in part because the total of the payments under the Payment Agreement was \$0.02 less than the amount outstanding. At the hearing the Landlord agreed to waive this amount.
12. As the Tenant was not in attendance I was unable to verify his understanding of the terms of the Payment Agreement and was unable to issue this as a consent order. However, the Payment Agreement is a consideration pursuant to s. 83 of the Act and proceeding in the usual course could have resulted in a voidable termination while the terms of the proposed conditional order are of benefit to both parties.
13. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, I 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.

**It is ordered that:**

1. The Tenant shall pay the Landlord \$4,273.22, 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:

| <u><b>Date Payment Due</b></u> | <u><b>Amount of Payment</b></u> |
|--------------------------------|---------------------------------|
| March 1, 2026                  | \$610.46                        |
| April 1, 2026                  | \$610.46                        |
| May 1, 2026                    | \$610.46                        |
| June 1, 2026                   | \$610.46                        |
| July 1, 2026                   | \$610.46                        |
| August 1, 2026                 | \$610.46                        |
| September 1, 2026              | \$610.46                        |

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 September 1, 2026, or until the arrears are paid in full.

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.

**March 3, 2026**

**Date Issued**

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Rebecca Case

Vice Chair, 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.