



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

File Number: LTB-L-107047-25

In the matter of: 2010, 44 VALLEY WOODS ROAD
TORONTO ON M3A2R6

Between: TOP OF THE VALLEY APARTMENTS Landlord

And

PHILIP HEMSLEY Tenant

TOP OF THE VALLEY APARTMENTS (the 'Landlord') applied for an order to terminate the tenancy and evict PHILIP HEMSLEY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 4, 2026.

The Landlord's Legal Representative, Sean Beard 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 \$2,048.82. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$67.36. This amount is calculated as follows: \$2,048.82 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$16,147.60.
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 \$2,048.77 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 \$58.65 is owing to the Tenant for the period from January 1, 2025 to March 4, 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 postpone the eviction until March 23, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant sought an order granting relief from eviction in the form of a payment plan and the Landlord opposes the Tenant's request.
12. The Tenant testified that he returned to work in October, earning a net income of approximately \$3,800.00 per month and that he obtains a further \$750.00 per month in child tax benefits.
13. The payment plan sought by the Tenant would require the Tenant to pay \$6,333.80 upfront with the remaining \$10,000.00 in arrears divided into equal monthly payments of approximately \$251.18.
14. I do not find the payment plan proposed by the Tenant to be feasible. Despite the Tenant's income since approximately November 2025, the Tenant has not paid any rent and is only able to pay \$6,333.80 towards the arrears leaving \$10,000.00 owing in arrears of rent. Based on the Tenant's non-payment of rent and the amount the Tenant is currently able to pay, I am not satisfied that the Tenant is able to afford to pay the monthly rent or to pay additional amounts towards the arrears. Further, even if I were satisfied that the Tenant is able to pay as he proposes, the proposed payment plan would last approximately 40 months which I find would be unfairly prejudicial to the Landlord.
15. As a result, I find it would be unfair to grant relief from eviction in the form of a payment plan.
16. With regards to whether to postpone eviction, the Tenant sought that in the event the tenancy is terminated, that the termination of the tenancy be postponed until the end of June 2026. The Tenant testified that he has resided in the rental unit for approximately 5 years and lives in the unit with his brother and child and that they require additional time to move out in order to allow his child to finish their current school year..
17. While I find that it would be unfairly prejudicial to the Landlord to postpone eviction to June 2026, I find that it would not be unfair to postpone eviction to March 31, 2026 in light of the Tenant's circumstances, the Landlord has a last month's rent deposit and will not be further prejudiced by the delay.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$16,333.60 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,446.80. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$67.36 per day for the use of the unit starting March 5, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 1, 2026.

March 12, 2026
Date Issued

Christopher Lin
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$16,147.60
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,333.60

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$14,368.22
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,048.77
Less the amount of the interest on the last month's rent deposit	- \$58.65
Total amount owing to the Landlord	\$12,446.80
Plus daily compensation owing for each day of occupation starting March 5, 2026	\$67.36 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	