



Order under Section 69 Residential Tenancies Act, 2006

Citation: CALE v GADALLAH, 2026 ONLTB 21725

Date: 2026-03-17

File Number: LTB-L-109013-25

In the matter of: A, 104 Chisholm Street
Oakville ON L6K1C8

Between: ANNA CALE Landlord
JOSEF ROZENEK

And

RIMON GADALLAH Tenant

ANNA CALE and JOSEF ROZENEK (the 'Landlord') applied for an order to terminate the tenancy and evict RIMON GADALLAH (the 'Tenant') because the Tenant did not pay the rent that the Tenant owe.

This application was heard by videoconference on March 9, 2026. The Landlord 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). 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 is still in possession of the rental unit.
3. The lawful rent is \$1,611.69. It is due on the 1st day of each month.
4. The Tenant has paid \$4,835.07 to the Landlord since the application was filed.
5. The rent arrears owing to March 31, 2026, are \$1,611.69.
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 \$1,797.69.

8. 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.
9. The Landlord's agent seeks a standard order because she submits that the Tenant provided falsified banking records. The Landlord referred me to the records and pointed out the inconsistencies. Further, she states the Landlord is an older person who relies on income from the property in their retirement although they own other rental properties. This is the second time the parties have been before the Board. The prior time was in July 2025.
10. The Tenant acknowledges that some of the information did not appear "correct" in his banking records; however, he did not admit to having falsified the documents.
11. The Tenant seeks a repayment plan. He lives alone in the rental unit and has been a tenant for six years. At the hearing, I conducted a close examination of the Tenant's monthly income and expenses. Based on this discussion, I am satisfied that the Tenant can pay the monthly rent while also paying off the outstanding arrears within a reasonable amount of time.
12. I acknowledge the Landlord's concerns regarding the banking documentation submitted by the Tenant. However, the Landlord did not challenge the Tenant on this evidence. Further, the Landlord did not make any submissions about the Tenant's ability or inability to make the proposed payments, except to state that this is not the first time the parties had been before the Board.
13. I acknowledge the Landlord's evidence that the parties have been to the Board in 2025 and now find themselves at the Board again. However, it appears the Landlord was made whole on that occasion as no submissions were made to suggest otherwise. This tends to corroborate the Tenant's submission that the repayment plan is something he can manage financially.
14. In *Price v. Turnbull's Grove Inc.* (2007), [2007 ONCA 408 \(CanLII\)](#), 85 O.R. (3d) 641 (C.A.), the Court of Appeal for Ontario summarized a line of previous case law involving residential tenancies, and reaffirmed at paragraph 26 of its order that the Act is remedial legislation with "a tenant protection focus"; and that the Act must receive "such fair, large and liberal construction and interpretation as will best ensure the attainment of the object of the Act according to its true intent, meaning and spirit".
15. In this situation, the Landlord seeks a standard order. However, the Tenant proposes a reasonable repayment plan. Although the Landlord relies on this income, the Landlord has other rental properties which presumably provide income to them. Further, I find a conditional order minimizes the prejudice to the Landlord because of the application of s.78 to the rent and arrears payments. The value of the outstanding arrears is modest, and the tenancy is reasonably

long-term. Given the Court of Appeal's direction in *Price* above, I find that it is appropriate to give the Tenant a further opportunity to preserve their tenancy.

16. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,797.69 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:
 - \$600.00 to be paid on or before March 21, 2026
 - \$600.00 to be paid on or before April 21, 2026
 - \$597.69 to be paid on or before May 21, 2026
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 April 1, 2026, through May 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 March 31, 2026.

March 17, 2026

Date Issued

Jane Dean

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.