



Order under Section 69 Residential Tenancies Act, 2006

Citation: Pinedale Properties Ltd. v Cadogan, 2026 ONLTB 22256

Date: 2026-03-16

File Number: LTB-L-107062-25

In the matter of: 512, 27 BERGAMOT AVE
ETOBICOKE ON M9W1W5

Between: Pinedale Properties Ltd. Landlord

And

Kareem Cadogan Tenants
Shenelle Layne

Pinedale Properties Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Kareem Cadogan and Shenelle Layne (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on March 3, 2026.

The Landlord's Representative Kundai Govereh and the Tenant Kareem Cadogan 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 \$1,517.32. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.88. This amount is calculated as follows: \$1,517.32 x 12, divided by 365 days.
5. The Tenants has paid \$1,128.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$9,675.40.

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 \$1,409.00 from the Tenants 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 \$24.89 is owing to the Tenants for the period from May 1, 2025 to March 3, 2026.
10. The Landlord requested a termination of the tenancy by way of a standard order.
11. The Tenant acknowledged that the arrears of rent are owing and requested that their tenancy be preserved. The Tenant testified that he is a construction worker and was out of work for a couple of weeks due to an injury. He further testified that he has two young children and an income of approximately \$3200 per month, which will increase as soon as construction season starts.
12. The Tenant proposed a repayment plan in the amount of \$500.00 per month and continuing on until the arrears are paid in full.
13. The Landlord submitted that they would not agree to the repayment plan as the arrears are substantial and the payment plan was not viable.
14. Balancing the interests and prejudices to each of the parties, I find that the repayment of the arrears by way of the Tenant's proposed payment plan is reasonable based on their circumstances. This will allow the Tenant's housing to be preserved, and repayment can be made with prejudice to the Landlord alleviated by allowing the Landlord to apply to the Board for termination of the tenancy without further notice to the Tenants in the event the Tenants fails to comply with the conditions in this Order.
15. 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.

It is ordered that:

1. The Tenants shall pay to the Landlord \$9,861.40 which represents the amount of rent owing up to March 31, 2026, and the cost of filing the application.
2. The Tenants shall pay this amount to the Landlord as follows:

The Tenants shall pay to the Landlord \$500.00 per month on the 20th day of each month starting April 20, 2026 and continuing on until October 20, 2027 inclusive, and a final payment on November 20, 2027 in the amount of \$361.40.

3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period of April 1, 2026, through to November 1, 2027, or until the arrears are paid in full, whichever date is earliest.

4. 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 March 31, 2026.

March 16, 2026
Date Issued

Brenda Mercer
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.