



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-099952-25

In the matter of: 910, 1 DEAN PARK RD
Toronto ON M1B2W5

Between: Medallion Corporation Landlord

And

Michel Duguay Tenant

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Michel Duguay (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 10, 2026.

The Landlord's legal representative, Samuel Korman 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 \$1,164.12. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$38.27. This amount is calculated as follows: \$1,164.12 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 February 28, 2026 are \$4,560.72.
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 \$1,108.35 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 \$36.19 is owing to the Tenant for the period from October 1, 2024 to February 10, 2026.

Relief from eviction

10. At the hearing, the Landlord's legal representative requested a standard 11-day eviction order, submitting that the Tenant has made no payments since the application was filed and that the arrears continue to increase.
11. The Tenant is 79 years old and has resided in the rental unit since 2012. The Tenant testified that the arrears arose after he was the victim of an online scam, which resulted in a loss of approximately \$70,000.00. The Tenant further stated that he is a hydraulic technician and has been working part-time for the past six months, but has been experiencing ongoing financial difficulty.
12. The Tenant proposed a repayment plan and submitted that his monthly income is approximately \$4,100.00, derived from pension benefits and part-time employment. He testified that his monthly expenses total \$1,898.18, including rent, groceries, and car and tenant insurance. The Tenant proposed to pay \$500.00 per month toward the arrears, in addition to the monthly rent, with payments to commence on March 1, 2026.
13. I have considered the evidence before me, including the Tenant's request for a repayment plan, as well as the prejudice to both parties. I accept that the Landlord is prejudiced by the ongoing arrears and the fact that no payments have been made since the application was filed. I also note that the Tenant did not provide documentary evidence to support his stated income; however, I found the Tenant's testimony to be genuine and credible. I further find that the Tenant would suffer significant prejudice if the tenancy were terminated, given his age, long-term tenancy since 2012, and the circumstances under which the arrears arose, including being the victim of a substantial financial scam. On balance, I am satisfied that the Tenant has a sufficient and stable source of income to meet his ongoing rent obligations while making payments toward the arrears, and that the proposed repayment plan is reasonable in the circumstances.
14. 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 Tenant shall pay to the Landlord \$4,746.72 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:
 - a) \$500.00 each month from March 1, 2026 to November 30, 2026, on or before the 1st day of each corresponding month; and

b) \$346.72 on or before December 1, 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 March 1, 2026, to December 31, 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 **February 28, 2026**.

March 24, 2026

Date Issued

Christina Philp

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.

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	\$5,724.84
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,910.84

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 10, 2026

Rent Owing To April 30, 2026	\$6,888.96
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,074.96

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

Rent Owing To Hearing Date	\$3,795.44
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,108.35
Less the amount of the interest on the last month's rent deposit	- \$36.19
Total amount owing to the Landlord	\$2,836.90
Plus daily compensation owing for each day of occupation starting February 11, 2026	\$37.49 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	