



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

File Number: LTB-L-004973-26

In the matter of: 8, 135 Wellington Street North
Kitchener ON N2H 5J9

Between: 1001235 Ontario Ltd. Landlord

And

DAVID SLATER Tenant

1001235 Ontario Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict DAVID SLATER (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 23, 2026.

The Landlord's agent, George Hannoush, 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 \$1,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: \$1,700.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agreed that the rent arrears owing to March 31, 2026, are \$5,100.00.
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 \$1,745.00 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 \$67.22 is owing to the Tenant for the period from August 1, 2024, to March 23, 2026.

Relief from eviction

Tenant evidence

10. The Tenant requested that the Board impose a repayment plan that would allow them to preserve the tenancy by paying the new rent that comes due as well as \$500.00 towards the arrears until they are paid in full.
11. The Tenant provided testimony regarding their personal and financial difficulties and the fact that he lives in the rental unit with his daughter. During the hearing we reviewed in detail his income and expenses monthly and it was clear based on the testimony from the Tenant he would have enough income to adhere to his repayment plan.

Landlord evidence

12. The Landlord opposed the repayment plan proposed by the Tenant on the basis that it is too lengthy and therefore prejudicial to the Landlord.
13. 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. Bearing in mind that eviction is a remedy of last resort, and having considered all of the parties' disclosed circumstances I find that it would not be unfair to provide the Tenant with relief from eviction on terms that respect the Landlord's right to collect the rent, that would require the Tenant to reduce the Landlord's financial burden, that respects the Tenant's assertion that they can restore this tenancy to good standing and that would provide the Landlord with immediate recourse in the event of a breach. While the repayment plan will take approximately 10 months to repay all the arrears. To reduce any potential prejudice to for the Landlord, all payments will be subject to a section 78 clause.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,286.00, which represents the rent owing up to March 31, 2026, and costs.
2. The Tenant shall pay the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$500.00 on or before the 15th day of every month for a 10-month period from April 15, 2026, to January 15, 2027.
 - 286.00 on or before February 15, 2027.

3. The Tenant shall also pay the Landlord the lawful rent for the month of April 2026 on or before April 15th, 2026.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 1, 2026, to February 2027, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenant fails to comply with the condition set out in paragraphs 2, 3 or 4 of 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 under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenant and requiring the Tenant to pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

March 27, 2026
Date Issued

Teresa Hunt
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.