



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

File Number: LTB-L-106448-25

In the matter of: 304, 81 ISABELLA ST
TORONTO ON M4Y1N7

Between: AKELIUS CANADA LTD. Landlord

And

THOMAS O'NEILL Tenant

AKELIUS CANADA LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict THOMAS O'NEILL (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Legal Representative, Emily Barbati, and the Tenant attended the hearing.

Adjournment request

At the commencement of the hearing, the Tenant sought an adjournment request to come up with a payment plan but did not dispute the arrears outstanding.

I determined that an adjournment request was not reasonable and would allow the Tenant to provide oral testimony in relation to his income, expenses, and a payment plan that he could afford. Therefore, the adjournment request was denied.

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 \$1,850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.82. This amount is calculated as follows: \$1,850.00 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 \$12,742.19, which is not disputed.
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 \$1,850.00 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 \$23.20 is owing to the Tenant for the period from August 5, 2025 to March 10, 2026.
10. The Landlord sought a standard order for termination.
11. The Tenant sought relief from eviction and sought a monthly payment plan between \$200.00 and \$400.00 payments towards the arrears. I asked the Tenant questions in relation to his financial situation to see if the payment plan the Tenant was offering could be afforded. This payment plan would take anywhere from 32- 64 months to satisfy the outstanding arrears.
12. The Landlord opposed the payment plan given the length of the payment plan being offered by the Tenant and the financial prejudice it would have on the Landlord.
13. I have considered both parties' circumstances, and I find that the proposed payment plan would be unduly prejudicial to the Landlord, given their financial circumstances, because they would have to wait 32- 64 months for the arrears to be paid. I have also considered that the arrears are substantial and since the filing of the application on December 17, 2025, the Tenant has failed to pay the Landlord any new rent that has become due or any amount towards the outstanding arrears. I am not satisfied that the Tenant can afford a shorter payment plan that would include larger payments toward the arrears. If this tenancy was to continue, I find it is more likely than not that the arrears would continue to grow.
14. For the same reason, I find that it would be appropriate to postpone the eviction/voiding date. Accordingly, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$14,778.19 if the payment is made on or before April 13, 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 April 13, 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 April 13, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,813.19. 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 \$60.82 per day for the use of the unit starting March 11, 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 April 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 14, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 13, 2026, then starting April 14, 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 14, 2026.

April 2, 2026
Date Issued

Samantha Greaves
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 14, 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 April 13, 2026

Rent Owing To April 30, 2026	\$14,592.19
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,778.19

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

Rent Owing To Hearing Date	\$11,500.39
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,850.00
Less the amount of the interest on the last month's rent deposit	- \$23.20
Total amount owing to the Landlord	\$9,813.19
Plus daily compensation owing for each day of occupation starting March 11, 2026	\$60.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	