



Order under Section 69 Residential Tenancies Act, 2006

Citation: Phan v Lettman, 2026 ONLTB 29369

Date: 2026-04-16

File Number: LTB-L-001767-26

In the matter of: 1, 785 Lakeshore Road East
Mississauga ON L5E1C8

Between: Tho Phan Landlord

And

Clifford Lettman Tenant

Tho Phan (the 'Landlord') applied for an order to terminate the tenancy and evict Clifford Lettman (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

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

The Landlord, the Landlord's Legal Representative, Dan Luu, and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

L1 Application – Non-Payment of Rent

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 \$962.25. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$31.64. This amount is calculated as follows: \$962.25 x 12, divided by 365 days.
5. The Tenant has paid \$1,924.50 to the Landlord since the application was filed.

6. The rent arrears owing to March 31, 2026, are \$14,809.25.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. Accordingly, the total amount the Tenant owes the Landlord is \$15,010.25.
9. 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.
10. The Tenant is long-term resident of the rental unit (since 2011), as well as an individual on a fixed income who has faced personal and financial challenges as of late but wished to preserve the tenancy. Moreover, the Tenant testified if he was evicted, he would be rendered unhoused given the current rental market conditions and his personal and financial circumstances.
11. The Landlord's Legal Representative sought an order for termination of the tenancy on a standard basis given the Landlord has faced financial pressure each month when rent went unpaid when it was due.
12. The Tenant testified about his monthly income and expenses and sought a payment plan over 60 months (\$250.00 a month), whilst continuing to pay the monthly lawful rent when it is due. The Tenant further testified whilst he may be able to pay more on a monthly basis, arriving at this payment plan would ensure all continuing lawful rent and arrears payments would be made on time when they are due.
13. I am satisfied with the Tenant's testimony that he is committed to repayment of the rent arrears and to grant the conditional order as requested by the Tenant is not setting the Tenant up for failure based on his monthly income. I find it would not be unfair to deny eviction. The Landlord's ability to enforce the payment plan in addition to the payment of the monthly lawful rent on the day it is due minimizes the financial prejudice of the Landlord, as if any payment is late or not made the Landlord can obtain an eviction order under section 78 of the Act.
14. Moreover, the Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort. To take just two examples:

Eviction should be ordered as a last resort after carefully considering Section 84 [now 83] of the Act (Britannia Glen Co-operative Homes v. Singh, cited in Toronto Community Housing Corp. v. Thompson, [2003] O.R.H.T.D. No. 145).

To put somebody out of their home must, in my view, call for clear and compelling circumstances that it is no longer possible for the arrangement to continue (Langford v. Phipps, [1992] O.J. No. 4184 (Ont. Gen. Div.).

15. I find it fair to give the Tenant an opportunity to preserve their tenancy, which the Landlord's Legal Representative did oppose. I find it fair that the following payment plan is

reasonable for all parties given the financial circumstances of the Tenant and his tenure of tenancy.

L2 Application – Persistent Late Payment of Rent

16. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the L2 application. Therefore, the L2 application is dismissed.
17. The Tenant was in possession of the rental unit on the date the application was filed.
18. On December 1, 2025, the Landlord gave the Tenant an N8 notice of termination, with a termination date of February 1, 2026. The notice of termination contains the allegations the tenant has persistently failed to pay the rent on the date it was due.
19. The N8 notice is invalid. The Landlord's Legal Representative submitted that this is a month-to-month tenancy, and the rent is due on the first day of each month. Further the Landlord's Legal Representative submitted that the last day of the rental period is the last day of each month.
20. Section 58(2) of the Act states as follows:

(2) The date for termination specified in the notice shall be at least the number of days after the date the notice is given that is set out in section 44 and **shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term**

[emphasis added]

21. Since the rent is due on first of the month and this is a month-to-month tenancy, the first of the month cannot also be the day the period of tenancy ends. As such, the notice is invalid, and I cannot terminate the tenancy based on the N8.
22. Based on the above there was no valid L2 application before the Board, and the Landlord's L2 application must be dismissed.
23. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
24. This order contains all the reasons within it and no further reasons will be issued.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The Tenant shall pay to the Landlord \$15,010.25 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:
 1. \$250.00 (arrears and costs) on or before the 1st day of each month for 60 months commencing May 1, 2026, to April 1, 2031; and
 2. \$10.25 (outstanding balance) on or before May 1, 2031.
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 May 1, 2026, to May 2031, 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.

L2 Application – Persistent Late Payment of Rent

5. The L2 Application is dismissed.

April 16, 2026
Date Issued

Panagiotis P. Roupas
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.