



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Seniors Housing Corp. acting as agent for Toronto Community Housing Corp v TRASK, 2026 ONLTB 31469

Date: 2026-04-23

File Number: LTB-L-107827-25

In the matter of: 30, 25 WEST LODGE AVE
TORONTO ON M6K2T2

Between: Toronto Seniors Housing Corp., Landlord
acting as agent for
Toronto Community Housing Corp.

And

DAVID GEORGE TRASK Tenant

Toronto Seniors Housing Corp. acting as agent for Toronto Community Housing Corp (the 'Landlord') applied for an order to terminate the tenancy and evict DAVID GEORGE TRASK (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 18, 2026.

The Landlord's legal representative Adam Fraccaro 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). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$628.00. It is due on the 1st day of each month.
4. The Tenant has paid \$2,025.00 to the Landlord since the application was filed.
5. The rent arrears owing to March 31, 2026 are \$510.00.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$696.00.
8. 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.
9. The amount of arrears owed by the Tenant is small. The Tenant is elderly identified sufficient income sources to both pay the rent on an ongoing basis and make payments toward the arrears.
10. The Landlord did not identify any specific prejudice that would be created if the Board were to order a payment plan for the balance owed by the Tenant.
11. Given these circumstances, I find that instituting a payment plan for the balance of the arrears would not be unfair to the Landlord.

It is ordered that:

1. The Tenant shall pay to the Landlord \$696.00 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:

<u>Arrears Payment Due Date</u>	<u>Arrears Payment Amount</u>
May 1, 2026	\$100.00
June 1, 2026	\$100.00
July 1, 2026	\$100.00
August 1, 2026	\$100.00
September 1, 2026	\$100.00
October 1, 2026	\$100.00
November 1, 2026	\$96.00

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 November 30, 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 March 31, 2026.

April 23, 2026
Date Issued

Jeremy Henderson
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.