



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

File Number: LTB-L-011651-26

In the matter of: Unit 308, 766 JOHN COUNTER BLVD
KINGSTON ON K7K6P1

Between: Skyline Real Estate Holdings Inc., Landlord
C/O Skyline Living

And

Jamal Bobb Tenant

Skyline Real Estate Holdings Inc., C/O Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Jamal Bobb (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on April 14, 2026.

The Landlord's Representative, Patricija Anjo, 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 \$1,983.32. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.21. This amount is calculated as follows: \$1,983.32 x 12, divided by 365 days.
5. The Tenant has paid \$3,966.64 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$3,966.64.

7. The Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges and \$10.00 for bank fees the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenant which were returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,983.32 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.
10. Interest on the rent deposit, in the amount of \$22.37, is owing to the Tenant for the period from October 1, 2025, to April 14, 2026.
11. 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 appropriate to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. The Tenant testified that he is on Ontario Disability Support Program and has five minor children who he shares 50% custody of with his ex. The Tenant fell behind on rent because of unexpected repairs on his car in December 2025. The Tenant has limited income and resources but would like a payment plan to continue his tenancy. The Tenant has made attempts to reach out to the Landlord's staff for smaller rent payments but had issues with the portal system. The Tenant is expecting some back pay for child tax and may be able to pay the arrears off sooner.
13. The Landlord opposes a longer than 12-month payment plan.
14. Based on the evidence from both sides I am satisfied that a payment plan is the most viable option. I am keeping in mind the Tenant's circumstances and the Tenant's limited means. I am granting a 14-month payment plan. The Landlord was open to a 12-month payment plan and additional two months may not be highly prejudicial.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,202.64 for arrears of rent up to April 30, 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. On or before May 20, 2026	\$300.00
b. On or before June 20, 2026	\$300.00
c. On or before July 20, 2026	\$300.00
d. On or before August 20, 2026	\$300.00

e. On or before September 20, 2026	\$300.00
f. On or before October 20, 2026	\$300.00
g. On or before November 20, 2026	\$300.00
h. On or before December 20, 2026	\$300.00
i. On or before January 20, 2027	\$300.00
j. On or before February 20, 2027	\$300.00
k. On or before March 20, 2027	\$300.00
l. On or before April 20, 2027	\$300.00
m. On or before May 20, 2027	\$300.00
n. On or before June 20, 2027	\$302.64

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 June 1, 2027, 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 April 30, 2026.

April 27, 2026

Date Issued

Sheena Brar

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.