



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

File Number: LTB-L-001374-26

In the matter of: Lower, 264 THAYER AVE
HAMILTON ON L9A1J7

Between: 1000879017 Ontario inc Landlord

And

Jevan Hylton Tenant
Sarim Chet

1000879017 Ontario inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jevan Hylton and Sarim Chet (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2026.

The Landlord's agent Jonathan Donde, the Landlord's legal representative Carson Frankum 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 \$1,850.00. 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 \$7,400.00. The Tenant confirmed the amount of arrears claimed by the Landlord to be correct and did not dispute the amount of the arrears.

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.

Relief from Eviction

9. The Tenant testified that the household experienced financial difficulty after the Tenant's spouse stopped receiving the Canada Child Benefit for a period of time and the co-tenant, Jevan Hylton, lost his employment in or around February 2024. The Tenant's spouse is currently not employed but is now receiving the Canada Child Benefit and social assistance through Ontario Works. The co-tenant, Jevan Hylton currently has no income.
10. The Tenant is requesting a payment plan in order to preserve the tenancy. The Tenant proposes to pay \$650.00 per month towards the arrears in addition to the lawful monthly rent, to be paid on the first day of each month.
11. In response to questions from the Board, the Tenant testified that the total monthly household income is approximately \$4,200.00 net. The Tenant provided evidence of the household's monthly expenses as follows: food \$500.00, auto insurance \$450.00, gas \$180.00, hydro \$150.00, cell phones \$200.00, and internet \$50.00, for a total of \$1,530.00 in monthly household expenses.
12. The Tenant did not file any documentary evidence in advance of the hearing and did not provide any supporting documents at the hearing to substantiate income, expenses, or the proposed payment plan.
13. The Landlord submitted that this is the second time the Tenant has come before the Board for rent arrears. The Landlord does not consent to a payment plan and instead seeks a delayed termination of the tenancy. The Landlord requests that eviction be delayed until April 30, 2026.

Analysis

14. Pursuant to section 83 of the Act, the Board must consider all the circumstances to determine whether it would be unfair to refuse or to grant relief from eviction. The Tenant has experienced a loss of income due to the termination of employment of one of the tenants and interruptions in government benefits. While the household income has since stabilized to approximately \$4,200.00 per month, the evidence shows that one of the tenants remains without income and the household relies significantly on social assistance.
15. The Tenant's stated monthly expenses total \$1,530.00, leaving a notional surplus before rent and arrears repayment. However, the Tenant did not provide a complete accounting of all household expenses, and no documentary evidence was filed to support the figures provided. This limits the Board's ability to fully assess the reliability and sustainability of the proposed payment plan.

16. The proposed payment plan of \$650.00 per month, in addition to the lawful rent, appears ambitious in light of the household's financial circumstances and the history of arrears. The Landlord has also raised a legitimate concern that this is the second proceeding before the Board for rent arrears, which weighs against granting relief.
17. Based on the totality of the evidence, including the absence of supporting documentation, the instability of the household income, and the history of arrears, the Board finds that the tenancy is no longer viable. The Tenant has not established, on a balance of probabilities, that they can both maintain the ongoing rent and meaningfully reduce the arrears within a reasonable period of time.
18. 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:**
 - \$9,436.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,286.00 if the payment is made on or before May 2, 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 May 2, 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 May 2, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,859.12. 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 17, 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 May 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 3, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 2, 2026, then starting May 3, 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 May 3, 2026.

April 21, 2026
Date Issued

Nathan Korenberg
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 November 3, 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 30, 2026

Rent Owing To April 30, 2026	\$9,250.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,436.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 2, 2026

Rent Owing To May 31, 2026	\$11,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,286.00

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

Rent Owing To Hearing Date	\$6,523.12
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,850.00
Total amount owing to the Landlord	\$4,859.12
Plus daily compensation owing for each day of occupation starting March 17, 2026	\$60.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	