



Order under Section 69 Residential Tenancies Act, 2006

Citation: LAS BRISAS APARTMENTS v OBENG, 2026 ONLTB 31886

Date: 2026-04-21

File Number: LTB-L-010704-26

In the matter of: 205, 20 CARABOB COURT
SCARBOROUGH ON M1T3N1

Between: Las Brisas Apartments Landlord

And

Sampson Obeng Tenant

Las Brisas Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Sampson Obeng (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Representative, Sean Beard, 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 \$2,711.12. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$89.13. This amount is calculated as follows: \$2,711.12 x 12, divided by 365 days.
5. The Tenant has paid \$5,422.24 to the Landlord since the application was filed.
6. It was undisputed that the rent arrears owing to April 30, 2026, are \$3,711.12.
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 \$2,711.10 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 \$16.53 is owing to the Tenant for the period from January 1, 2026, to April 16, 2026.

Relief from eviction

10. The Tenant testified that he can pay the ongoing rent as of May 1, 2026 and \$500.00 toward the arrears on the 15th of each month starting May 15, 2026. The Tenant then testified as to the household income and his expenses.
11. The Tenant testified that he lives in the rental unit with his wife and two children who are 6 and 5 years old. The Tenant testified that his children do not do well with change, and he if the payment plan was not granted, he would need 6 months to move.
12. The Landlord's Representative opposed the payment plan proposed as the Landlord's Representative provided it was a low repayment proposal given the Tenant's testimony about income and expenses. The Landlord's Representative provided that the Tenant has a history of arrears and the parties were before the Board in December 2025, and the Tenant was able to void the order. The Landlord's Representative provided that if the Tenant's wife has been working for approximately 5 months and the household income is what the Tenant testified too, there is no reason the Tenant should be in arrears and therefore the Landlord is seeking a standard order.
13. I accept the Tenant's evidence regarding his ability to pay the ongoing rent and adhere to his proposed payment plan. While I accept that the arrears have had an impact on the Landlord, I am not satisfied based on the evidence provided that the Landlord is experiencing hardship such that it would be unfair to grant relief. In my view, it would not be unfair to issue a conditional order in order to give the Tenant an opportunity to preserve the tenancy. If they fail to meet the terms of the conditional order the Landlord may apply under section 78 of the *Residential Tenancies Act*, 2006 (the 'Act') for eviction.
14. As such, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,897.12 for arrears of rent up to April 30, 2026, inclusive of costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
May 15, 2026	\$500.00
June 15, 2026	\$500.00

July 15, 2026	\$500.00
August 15, 2026	\$500.00
September 15, 2026	\$500.00
October 15, 2026	\$500.00
November 15, 2026	\$500.00
December 15, 2026	\$397.12

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 2026 to December 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 April, 30, 2026.

April 21, 2026

Date Issued

Nicole Pedron

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.