



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

File Number: LTB-L-012734-26

In the matter of: UPPER LEVEL, 159 ECCLESTONE DR
BRAMPTON ON L6X 3R1

Between: Michael Ben Landlord

and

Ian Anthony Jackson Tenant

Michael Ben (the 'Landlord') applied for an order to terminate the tenancy and evict Ian Anthony Jackson (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 20, 2026.

Only the Landlord attended the hearing.

As of 9:38 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$4,000.00. It is due on the 1st day of each month.
4. The Tenant has paid \$7,500.00 to the Landlord since the application was filed.
5. The rent arrears owing to April 30, 2026 are \$16,500.00.

6. The Landlord did not file or present bank documentation in support of the NSF fee claimed. Although the application was uncontested, I am not satisfied that the Landlord has proven entitlement to recover the fee.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. Therefore, the total amount the Tenant owes the Landlord is \$16,686.00.

Relief from Eviction

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 Landlord referred to a payment agreement dated April 11, 2026, in which the parties agreed that the Tenant will pay on a weekly basis, \$1,000.00, each Monday, in addition to the monthly rent. The Landlord requested for a payment plan, and he was not aware of any reason to delay or deny eviction.
11. As the Tenant did not attend, no other circumstances were presented to me. Therefore, based on the uncontested evidence before me I find it is reasonable to provide the Tenant with an opportunity to preserve his tenancy and pay the arrears in installments.

It is ordered that:

1. The Tenant shall pay to the Landlord \$16,686.00 for arrears of rent up to April 30, 2026, which includes the \$186.00 filing fee, in accordance with the following schedule:

Date Payment Due	Amount of Payment
May 4, 2026	\$1,000.00
May 11, 2026	\$1,000.00
May 18, 2026	\$1,000.00
May 25, 2026	\$1,000.00
June 1, 2026	\$1,000.00
June 8, 2026	\$1,000.00
June 15, 2026	\$1,000.00
June 22, 2026	\$1,000.00
June 29, 2026	\$1,000.00
July 6, 2026	\$1,000.00
July 13, 2026	\$1,000.00
July 20, 2026	\$1,000.00

July 27, 2026	\$1,000.00
August 3, 2026	\$1,000.00
August 10, 2026	\$1,000.00
August 17, 2026	\$1,000.00
August 24, 2026	\$686.00

2. 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 August 31, 2026, or until the arrears are paid in full, whichever date is earliest.
3. 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 Board 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 28, 2026
Date Issued

Adeela Alvez
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.