



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

File Number: LTB-L-011019-26

In the matter of: 407, 25 DEVERILL CRT
MARKHAM ON L6G0C7

Between: East Markham Non Profit Homes Landlord

And

Adam Floyd Tenant

East Markham Non Profit Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Adam Floyd (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 23, 2026.

Only the Landlord's Representative, Mark Ciobotaru, attended the hearing.

As of 1:30 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. 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 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 \$1,028.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$33.80. This amount is calculated as follows: \$1,028.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,400.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$4,798.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Landlord's Representative indicated that the Tenant reached out with a proposed payment plan to pay the arrears and the Landlord was open to a payment plan that would have the arrears paid within 5 months which is what the Tenant was proposing. The Landlord's Representative provided that the payments since the application was filed align with the Tenant's proposal. The Landlord's Representative indicated that the Tenant's proposal was rent and approximately another \$1,000.00 toward arrears and the Landlord was open to that payment being on the 15th of the month.
10. The Landlord's Representative provided that they were unaware of any other circumstance of the Tenant that would support denying or delaying eviction. The Tenant did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application.
11. Although the Tenant was not present to provide evidence of their circumstances, I accept the evidence provided by the Landlord's Representative of the Tenant's proposed payment plan. The Tenant's payments prior to the hearing support that the Tenant has in fact been making payments in line with this proposed plan, and I find 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.
12. As such, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
13. Given the date this order is being issued, the Tenant shall have until May 12, 2026, to pay their rent for May 2026, if they have not already done so. After that and for the duration of the payment plan, they will be required to pay the rent in full and on time.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,984.00 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	\$996.80
June 15, 2026	\$996.80
July 15, 2026	\$996.80
August 15, 2026	\$996.80
September 15, 2026	\$996.80

3. The Tenant shall pay to the Landlord the rent for May 2026 on or before May 12, 2026.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period June 1, 2026, to September 1, 2026, or until the arrears are paid in full, whichever date is earliest.
5. 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.

May 1, 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.