



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

File Number: LTB-L-013439-26

In the matter of: 1, 78 KEHL ST
KITCHENER ON N2M3T9

Between: VICTOR FREY Landlord

And

AVERY RIDEOUT Tenants
BRANDON BRETHOUR

VICTOR FREY (the 'Landlord') applied for an order to terminate the tenancy and evict AVERY RIDEOUT and BRANDON BRETHOUR (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 21, 2026.

The Landlord's Representative Peggy Frost and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,600.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
5. The Tenants have paid \$886.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$3,714.00.
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 \$1,600.00 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.
9. Interest on the rent deposit, in the amount of \$15.83 is owing to the Tenant for the period from November 1, 2025 to April 21, 2026.
10. The Landlord is seeking a standard order terminating the tenancy, with an eviction date 11 days from the date of this order.
11. The Tenants acknowledged that the arrears of rent are owing and requested that their tenancy be preserved.
12. The Tenants submitted that Brandon receives \$1,750.00 from ODSP and Avery receives \$733.00 from Ontario works.
13. The Tenants proposed a repayment plan in the amount of \$300.00 per month beginning on May 1st and continuing on the 1st of every month until the arrears are paid in full. They submitted that based on their limited income this would be the maximum amount they could afford on a monthly basis.
14. The Landlord's Representative submitted that the Landlord would not agree to the repayment plan as this is the third payment plan option and the tenancy is not viable.
15. Balancing the interests and prejudices to each of the parties, I find that the repayment of the arrears by way of the Tenants' proposed payment plan is reasonable based on their circumstances. This will allow the Tenants' housing to be preserved, and repayment can be made with prejudice to the Landlord alleviated by allowing the Landlord to apply to the Board for termination of the tenancy without further notice to the Tenants in the event the Tenants fail to comply with the conditions in this order.
16. 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 not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,900.00. This amount includes rent arrears owing up to April 30, 2026 and the cost of filing the application.
2. The Tenants shall pay this amount owing to the Landlord as follows:

The Tenants shall pay to the Landlord \$300.00 per month on the 1st day of each month starting May 1, 2026, and continuing on until May 1, 2027 inclusive.

3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period of May 1, 2026, through to May 1, 2027, or until the arrears are paid in full, whichever date is earliest.

4. If the Tenants 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after April 30, 2026.

May 1, 2026
Date Issued

Brenda Mercer
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.