Order under Section 69
Residential Tenancies Act, 2006

Citation: CHURCHSTATION CHARITABLE FOUNDATION v BURDICK, 2026 ONLTB 35521
Date: 2026-05-01
File Number: LTB-L-062627-25

In the matter of: 519, 345 DUFFERIN ST
TORONTO ON M6K3G1

Between: CHURCHSTATION CHARITABLE FOUNDATION — Landlord

And

RANDY BURDICK — Tenant

CHURCHSTATION CHARITABLE FOUNDATION (the 'Landlord') applied for an order to terminate the tenancy and evict RANDY BURDICK (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 12, 2026.

The Landlord's Agent Helenka Renteria, the Landlord's Legal Representative, Emily Barbati, the Landlord's Agent Perry Silverberg, the Tenant's Legal Representative, Tracey Yu 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 $1,517.00. It is due on the 1st day of each month.
4. The Landlord's Legal Representative submitted that when the tenancy commenced the rent subsidy was governed by the *Housing Services Act,* which from the submitted evidence, the Landlord ceased to be designated as a housing provider under the HSA on or about 2018 and the rent geared to income program. After which, the Landlord offered a rent assistance program under their own private guidelines. This was not disputed by the Tenant and or the Tenant's Legal Representative.

5. It is also undisputed that after the Landlord advised the Tenant, he was eligible only for a single one-bedroom unit, the Tenant refused to move and his private rent assistance was reviewed and the Tenant no longer qualified under the Landlord's protocol, and rent was increased to $1,517.00 per month.
6. The Tenant's Legal Representative submitted removing a private subsidy is akin to an illegal rent increase and should not be permitted.
7. On a balance of probabilities from the evidence submitted I prefer that of the Landlord's to that of the Tenant's regarding the lawful monthly rent, the Landlord had an internal subsidy program that continued after they ceased being a housing provider under the HSA, the Tenant did not wish to move to a smaller eligible rental unit, and the Tenant's private subsidy program was reassessed and ultimately removed as the Tenant no longer qualified.
8. Based on the Monthly rent, the daily rent/compensation is $49.87. This amount is calculated as follows: $1,517.00 x 12, divided by 365 days.
9. The Tenant has paid $3,493.00 to the Landlord since the application was filed.
10. The rent arrears owing to January 31, 2026 are $7,108.45.
11. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of $685.00 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.
13. Interest on the rent deposit, in the amount of $20.00 is owing to the Tenant for the period from November 1, 2024, to January 12, 2026.
14. There was no documentary evidence submitted at the hearing that the Tenant had ever requested accommodation for his mobility issues. According to the Ontario Human Rights Commission Policy on Disability and the Duty to Accommodate, the person with a disability is required to:

    a. Advise the accommodation provider of the disability (although the accommodation provider does not generally have the right to know what the disability is);

    b. Make her or his needs known to the best of his or her ability, preferably in writing, so that the person responsible for accommodation may make the requested accommodation;

    c. Answer questions or provide information regarding relevant restrictions or limitations, including information from health care professionals, where appropriate and as needed;

    d. Participate in discussions regarding possible accommodation solutions;

e. Cooperate with any experts whose assistance is required to manage the accommodation process or when information is required that is unavailable to the person with a disability;

f. Meet agreed-upon performance and job standards once accommodation is provided; g. Work with the accommodation provider on an ongoing basis to manage the accommodation process and

h. Discuss his or her disability only with persons who need to know. This may include the supervisor, a union representative or human rights staff.

15. The Landlord is obligated to accommodate the Tenant to the point of undue hardship, but the Landlord must be first included in the process, in this case there were attempts to have the Tennat relocate to unit that was adequate for him and still would allow the private subsidy to continue.

16. From the oral testimony provided it is evident that the Tenant went into rent arrears after his private subsidy was removed when he did not wish to move to one-bedroom rental unit, which was refused on three separate occasions as per the Landlord's submissions. The Tenant testified there was not enough space for his mobility device to turn in the rental unit, and he only refused the one bedroom that was offered to him on one occasion. No documentary evidence was provided in regard to the size and or clearance difference for the Tenant's mobility device in the offered rental one-bedroom unit(s) in comparison to the Tenant's current 2 bedroom unit. On a balance of probabilities from oral testimonies, I prefer the Landlord's to that of the Tenant's regarding the Landlord's attempts to accommodate the Tenant, prior to removing the private subsidy.

17. 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 postpone the eviction until July 31, 2026, pursuant to subsection 83(1)(b) of the Act. This extension of time accounts for both parties' evidence in relation to their financial circumstances.

18. The Landlord's Legal Representative submitted that the parties have attempted to work out a payment plan to no avail, since the application was filed, The Tenant's evidence in relation to entering a payment plan illustrated that a payment plan would not be viable given the Tenant's current life circumstances, income sources and monthly expenses. The Tenant would have difficulty covering the monthly rent, his other expenses, let alone the arrears.

19. The Tenant testified to the impact an eviction would have on him, explaining that he has a significant connection to the community, given the length of his tenancy since 1999. Although, the Tenant stopped short of requesting a particular length of an extended eviction. The Tenant also inferred the financial challenges looking for a new home would bring given financial and personal circumstances and reiterated a "tenancy of his length should count or something."

20. In response to questioning from the Board, the Landlord's Legal Representative explained that any further delay in granting the application would be financial prejudicial to the

Landlord, and that the Landlord relies on rent to pay expenses related to the rental unit, and the Landlord has attempted to accommodate the Tenant, although the Tenant has refused smaller more affordable units on three occasions as of the date of this proceeding.

21. Considering all of the evidence and, notwithstanding the Landlord may face some financial prejudice, I find that, pursuant to subsection 83(1)(b) of the Act that it would not be unfair to the Landlord to delay the eviction until July 31, 2026, due to the significant impact an early eviction would have on the Tenant.

22. Given the Tenant's connection to the community the tenure of his tenancy, I am satisfied that he will experience challenges securing housing that fits his needs such that more time is required. By contrast, the Landlord, while I acknowledge may face further financial prejudice, the Landlord is holding the last month's rent deposit and after considering the totality of the circumstances I conclude that delaying eviction to July 31, 2026, is fair and appropriate, but any further delay would not be fair or appropriate.

23. The extension of time will provide the Tenant time to secure his future income sources/funds to pay the arrears or to find an adequate place to live for himself.

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:**
    - $13,362.45 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

      OR

    - $14,879.45 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

      OR

    - $16,396.45 if the payment is made on or before July 31, 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 July 31, 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 July 31, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord $5,670.89. 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 $49.87 per day for the use of the unit starting January 13, 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 July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before July 31, 2026, then starting August 1, 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 August 1, 2026.

May 1, 2026
Date Issued

Panagiotis P. Roupas
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 February 1, 2027 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 May 31, 2026

Rent Owing To May 31, 2026	$16,669.45
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $3,493.00
Total the Tenant must pay to continue the tenancy	**$13,362.45**

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	$18,186.45
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $3,493.00
Total the Tenant must pay to continue the tenancy	**$14,879.45**

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	$19,703.45
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $3,493.00
Total the Tenant must pay to continue the tenancy	**$16,396.45**

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

Rent Owing To Hearing Date	$9,682.89
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $3,493.00
Less the amount of the last month's rent deposit	- $685.00
Less the amount of the interest on the last month's rent deposit	- $20.00
Total amount owing to the Landlord	**$5,670.89**
Plus daily compensation owing for each day of occupation starting January 13, 2026 **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is $50,000.00.	$49.87 (per day)