



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-015748-26

In the matter of: 214, 30 MALL RD
HAMILTON ON L8V5C3

Between: Victoria Park Management Landlord

And

Bruce Colwill Tenant

Victoria Park Management (the 'Landlord') applied for an order to terminate the tenancy and evict Bruce Colwill (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 29, 2026.

Only the Landlord's Agent, Cheryl Lebel, attended the hearing.

As of 1:39 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 \$633.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$20.81. This amount is calculated as follows: \$633.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$3,798.00.
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. 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 is seeking a conditional order requiring that the Tenant make payments as he agreed to in the signed repayment agreement. Considering all of the above, it would not be unfair to impose a conditional order requiring the Tenant to make payments towards the arrears and, in my view, it would be unfair to terminate the tenancy.

It is ordered on consent that:

1. The Tenant shall pay to the Landlord \$3,984.00 for arrears of rent up to April 30, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Amount of Payment
On or before May 1, 2026	\$123.00
On or before May 31, 2026	\$3,000.00
On or before June 1, 2026	\$123.00
On or before July 1, 2026	\$123.00
On or before August 1, 2026	\$123.00
On or before September 1, 2026	\$123.00
On or before October 1, 2026	\$123.00
On or before November 1, 2026	\$123.00
On or before December 1, 2026	\$123.00

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 1, 2026, to December 1, 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.

May 7, 2026
Date Issued

Joshua Labbe
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.