



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-016531-26

In the matter of: 1805-C, 201 SHERBOURNE ST
TORONTO ON M5A3X2

Between: Harrington Housing Inc Landlord

And

Ramon Oshodi Tenant

Harrington Housing Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Ramon Oshodi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 4, 2026.

The Landlord's agent, Yasemin Mamloglu ('YM'), 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 \$1,095.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.00. This amount is calculated as follows: \$1,095.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agreed that the rent arrears owing to May 31, 2026 are \$4,380.00.
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 \$1,095.00 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 \$20.29 is owing to the Tenant for the period from June 17, 2025 to May 4, 2026.
10. The Tenant is presently employed part time, but has been informed his employment will be terminated effective June 1, 2026. The Tenant said he presently earns about \$2,000.00 per month. Once his employment terminated, the Tenant believes he will receive about \$1,700.00 - \$1,800.00 per month from Employment Insurance. The Tenant does not have any other sources of income.
11. The Tenant's evidence was that his required monthly expenses, including the rent, are about \$1,700.00. The Tenant said he is also expecting severance and back vacation pay upon termination of his employment in the amount of about \$1,800.00. He said is is presently looking for a job.
12. The Tenant said that he would like a payment plan to be implemented whereby he would pay the lawful rent in full and on time, plus \$300.00 per month toward the rent arrears. While difficult, this appears to be feasible if the Tenant were to continue earning \$2,000.00 per month, however this level of income will soon cease.
13. I asked the Tenant how he would make these arrears payments after June 1, 2026, when his income will no longer exceed his expenses by \$300.00 per month. He said he intends to use his severance and vacation payment to sustain the payment plan while he searches for a new job.
14. YM opposed implementation of a payment plan. She said that the Landlord has a master lease with another private landlord relative to this unit, and that even when tenants fail to pay their rent, the Landlord is still obligated to remit rent to the other private landlord pursuant to the "master" lease. She said that non-payment of rent results in financial hardship on the Landlord, and can lead to bankruptcy or insolvency.
15. I asked YM if this Tenant's non-payment of rent creates an imminent risk of the Landlord becoming bankrupt or insolvent, but presented no documentary or other evidence to support this assertion.
16. I find that the payment plan proposed by the Tenant is reasonable and sustainable. It would not be unfair to the Landlord to implement this payment plan. Provided the Tenant complies with the terms of the payment plan, the Landlord will immediately begin receiving rent payments from the Tenant, and an additional \$300.00 toward the arrears each month. If the Tenant breaches the payment plan, the Landlord will have the right to file an application to terminate the tenancy without notice to the Tenant.
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 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,566.00 for arrears of rent up to May 31, 2026 and costs.

2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 of this order in accordance with the following schedule:
 - a) \$300.00 on or before the first day of each month for 15 consecutive months, beginning June 1, 2026 up to and including August 1, 2027; and
 - b) \$66.00 on or before September 1, 2027.
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 June 1, 2026 to September 30, 2027, or until the arrears are paid in full, whichever date is earliest. The rent is due on or before the first day of each month.
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 May 31, 2026.

May 11, 2026
Date Issued

Mark Melchers
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.