



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

File Number: LTB-L-017142-26

In the matter of: 305, 332 RICHMOND ST
LONDON ON N6A3C3

Between: Youth Opportunities Unlimited Landlord

And

Zaid Hourani Tenant

Youth Opportunities Unlimited (the 'Landlord') applied for an order to terminate the tenancy and evict Zaid Hourani (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, Kathryn Vergilio ('KV'), the Tenant, and the Tenant's support person, Preston Lozun, 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 \$580.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$19.07. This amount is calculated as follows: \$580.00 x 12, divided by 365 days.
5. The Tenant has paid \$400.00 to the Landlord since the application was filed.
6. The parties agreed that the rent arrears owing to May 31, 2026 are \$5,115.00.
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 \$580.00 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 \$27.78 is owing to the Tenant for the period from April 2, 2024 to May 4, 2026.
10. The Tenant said is presently earns about \$680.00 weekly at a full time job. He said he is presently off due to any injury, but expects to return to work within two weeks. The Tenant also receive \$530.00 per month for the Canada Ontario Housing Benefit. The Tenant's monthly income is approximately \$3,250.00.
11. The Tenant's evidence was that his required monthly expenses, including the rent, are approximately \$1,325.00. He said that he will soon turn 25 years old, at which time he will begin having to pay for his medication, but did not know exactly how much that would cost.
12. The Tenant proposed a 12-month payment plan. He said he can pay \$393.00 by the 15th day of each month in addition to the lawful rent. The Tenant said he divided the arrears owing by 12 to get this number.
13. KV opposed implementation of a payment plan. She said the Tenant previously agreed to a payment plan but did not follow through with it.
14. The Tenant's proposed payment plan is both feasible and reasonable, however it appears the Tenant divided the rent arrears owing to the end of April to reach \$393.00 for a 12-month payment plan. The rent arrears owing to May 31, 2026, plus the cost of filing the application, amount to \$5,301.00. To repay this amount over 12 months, the Tenant would need to pay \$441.75 per month toward the rent arrears. Given that the Tenant's income exceeds his monthly expenses by well over \$441.75, I find it reasonable to require that this amount be paid by the Tenant toward the rent arrears each month.
15. 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 \$5,301.00. This amount includes rent arrears owing up to May 31, 2026 and the cost of filing the application.
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) \$441.75 on or before the fifteenth day of each month for 12 consecutive months, beginning June 15, 2026 up to and including May 15, 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 May 31, 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.