



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

File Number: LTB-L-017573-26

In the matter of: Unit 2 (Floor 3, Bed 2), 482 Jospheine Ave
Windsor ON N9B2L1

Between: Vincent Chan Landlord

And

Taliyah Robinson Tenant

Vincent Chan (the 'Landlord') applied for an order to terminate the tenancy and evict Taliyah Robinson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 5, 2026.

The Landlord 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). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$850.00. It is due on the 1st day of each month.
4. The Tenant has paid \$2,183.00 to the Landlord since the application was filed.
5. The rent arrears owing to May 31, 2026 are \$2,917.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. Accordingly, the total amount the Tenant owes the Landlord is \$3,103.00, which is not disputed.
8. 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.
9. The Tenant sought conditional relief from eviction in the form of a monthly payment plan, according to which they would pay \$390.00 per month toward the arrears starting June 1, 2026, in addition to the ongoing new rent, and a payment on or before May 10, 2026, in the amount of \$1,000.00
10. The Landlord was not agreeable to this payment plan but indicated there was no financial prejudice to him if the payment plan was ordered.
11. I considered the prejudice to the parties, and I find there would be more prejudice to the Tenant to find alternative living arrangements than to provide a payment plan to allow the Tenant to satisfy the arrears.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,103.00 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 in accordance with the following schedule:
 - a) \$1,000.00 on or before May 10, 2026;
 - b) On or before the 15th day of each month from June 2026, to October 2026, the Tenant shall pay the Landlord \$390.00; and
 - c) On or before the 15th day of November 2026, the Tenant shall pay the Landlord \$153.00.
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 June 1, 2026, to November 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 May 31, 2026.

May 12, 2026

Date Issued

Samantha Greaves

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.