



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

**Citation:** Albrecht v Reeby, 2026 ONLTB 37706

**Date:** 2026-05-13

**File Number:** LTB-L-015665-26

**In the matter of:** 4, 114 Sixth Avenue  
Brantford ON N3S1A8

|                 |               |          |
|-----------------|---------------|----------|
| <b>Between:</b> | Mary Albrecht | Landlord |
|                 | <b>and</b>    |          |
|                 | David Reeby   | Tenant   |

Mary Albrecht (the 'Landlord') applied for an order to terminate the tenancy and evict David Reeby (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Tenant and the Tenant's Support, Kayla Noseworthy, 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 \$788.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$25.91. This amount is calculated as follows: \$788.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
6. It was undisputed that the rent arrears owing to April 30, 2026 are \$3,528.00.
7. The Landlord collected a rent deposit of \$700.00 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.
8. Interest on the rent deposit, in the amount of \$116.16 is owing to the Tenant for the period from May 1, 2017 to April 29, 2026.

9. The Tenant is seeking to preserve the tenancy. The Tenant testified that he had a medical issue which caused him to lose his job, which resulted in a significant decrease in his income. He testified that his primary source of income currently is CPP Disability, which is insufficient to cover his expense. He testified that he was healing and now he is starting a new position on Monday. He testified that with his new position, he is able to start making payments of \$200.00 to \$300.00 towards the arrears in June but in the interim, he has the funds to pay the rent for May in full.
10. The Landlord opposed a payment plan as she does not believe the Tenant will pay and the arrears will continue to accrue. She believes that if he was able to pay, he would have at least made some payment to her. I note that the Tenant has in fact made payments to the Landlord since the application was filed.
11. I have considered all of the disclosed circumstances in accordance with section 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 section 83(1)(a) and 204(1) of the Act. The Tenant has lived in the unit for 13 years, and his income situation has improved, and he will start being able to make regular payments towards the arrears, while ensuring he does not fall further behind in the interim. I am satisfied in the circumstances that it is reasonable to provide the Tenant with a chance to preserve the tenancy by making regular payments towards the arrears.

**It is ordered that:**

1. The Tenant shall pay the Landlord \$3,729.00, which represents arrears of rent and costs outstanding for the period ending April 30, 2026.
2. The Landlord's application for eviction of the Tenants is denied on the condition that:
  - (a) If not already paid, the Tenant shall pay the rent for May 2026, in full, on or before May 20, 2026.
  - (b) The Tenants shall pay installments of \$200.00 on or before the 1st day of the month for the eighteen (18) month period commencing June 1, 2026 to November 1, 2027.
  - (c) The remaining balance of \$129.00 shall be paid on or before December 1, 2027.
  - (d) For the period of June 2026 to December 2027, or until the arears are paid in full, whichever date is earliest, the Tenant shall pay the Landlord the monthly rent in full and by the **first day** of each corresponding month.
3. 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. Also, 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. The order that results from this

section 78 application is usually issued without a hearing.

**May 13, 2026**  
**Date Issued**

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**Candace Aboussafy**  
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.