



Order under Section 69 Residential Tenancies Act, 2006

Citation: 75 Eastdale Inc. v Keyes, 2026 ONLTB 39165

Date: 2026-05-20

File Number: LTB-L-018065-26

In the matter of: 411, 75 Eastdale Ave
East York ON M4C5N3

Between: 75 Eastdale Inc. Landlord

And

Montana Keyes Tenants
Evan Ferlias

75 Eastdale Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Montana Keyes and Evan Ferlias (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 11, 2026.

The Landlord's legal representative Sylwia McArthur and the Tenant Montana Keyes attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,895.32. It is due on the 1st day of each month.
4. The rent arrears owing to May 31, 2026 are \$9,476.60.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenants owe the Landlord is \$ 9,662.60.

7. 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.
8. The Tenant Montana Keyes testified at the hearing about the Tenants' circumstances.
9. Ms. Keyes testified that she has lived in the rental unit for four years and resided in the same residential complex for two years before that. She currently lives in the rental unit with her three children, ages 1, 4, and 6.
10. She testified that she is currently in her last year of her post-secondary program and that a review of her OSAP funding led to her falling behind on her bills. She is anticipating this issue to be resolved in the imminent future but was uncertain of when funds would be released to her.
11. She also testified that she is currently receiving \$2,600.00 in Child Tax Benefit payments each month and that, starting on May 28, 2026, she will be receiving a housing subsidy of \$1,400.00 per month. She has also made inquiries with Native Family and Child Services Toronto and the Toronto Rent Bank to assist with the arrears.
12. She testified that the other Tenant is currently incarcerated and not contributing to household or parenting expenses.
13. I found Ms. Keyes's testimony to be credible and am satisfied that she is working diligently to secure resources to pay off the outstanding arrears for the rental unit. She has already arranged for a subsidy to assist her with her monthly expenses going forward. If her OSAP funding is released as anticipated, Ms. Keyes will be in a position to pay off the arrears in full, limiting the prejudice to the Landlord in preserving the tenancy.
14. Ms. Keyes proposed a payment plan of \$500.00 per month until the arrears are paid in full. Such a payment plan would last for approximately 20 months if monthly payments were made in this amount. A payment plan of this length would be prejudicial to the Landlord, who is entitled to prompt payment of the rent arrears.
15. Ms. Keyes indicated that she is anticipating \$28,000.00 in OSAP funding to be released to her in the near future but could not firmly commit to a date it would be available.
16. These funds, should they be paid to Ms. Keyes, should be allocated to the balance of the arrears owing to the Landlord. As such, I am ordering a conditional order that allows Ms. Keyes to pay off the balance of the arrears owing on or before July 31, 2026. This timeline should enable Ms. Keyes to make the necessary inquiries to secure her expected funding. To limit the prejudice of this delay to the Landlord, the Tenants will also be required to pay the rent for

June 2026 and July 2026 in full and on time. If the Tenants miss one of the payments outlined in the order below, the Landlord may apply to the Board to terminate the tenancy.

It is ordered that:

1. The Tenant shall pay to the Landlord \$9,662.60 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 on or before July 31, 2026.
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 July 31, 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 20, 2026

Date Issued

Jeremy Henderson

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.