



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

File Number: LTB-L-018775-26

In the matter of: 605, 320 MCCOWAN RD
SCARBOROUGH ON M1J3N2

Between: Blauson Assets Management Landlord

And

Nezel Simmons Tenant

Blauson Assets Management (the 'Landlord') applied for an order to terminate the tenancy and evict Nezel Simmons (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 12, 2026.

The Landlord's Legal Representative, Marie Galevski, 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 \$1,835.19. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.34. This amount is calculated as follows: \$1,835.19 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$11,008.80. The Tenant did not dispute the amount of the arrears.
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 \$1,835.19 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 \$36.53 is owing to the Tenant for the period from June 1, 2025 to May 12, 2026.

Section 83 Considerations:

10. The Tenant testified that she became unemployed on August 27, 2025 and did not have a source of income until she started new employment on April 26, 2026. The Tenant testified that she lives in the rental unit with her 20 year-old son that has significant mental health issues. The Tenant testified her son requires 24-hour supervision and her mother lives in the same rental complex and watches her son when she is at work.
11. The Tenant proposed a payment plan. The Tenant testified that the Rent Bank has confirmed that they will give her \$5,000.00 towards the arrears if she has a payment plan in place for the remaining arrears. The Tenant also testified that the payment will be made to the Landlord within 5 business days of receiving the confirmed payment plan. The Tenant further testified that she makes approximately \$3,800.00 after taxes, and proposed a payment plan of \$1,391.81 for 4 months, and the remaining \$627.56 to be paid in the 5th month. The Tenant provided testimony on her expenses, and I am satisfied that she would have enough income to make the payments as proposed.
12. The Landlord is opposed to the payment plan as the Tenant has not paid any payments since November 2025. The Landlord's Legal Representative also testified that the Tenant provided no proof of her income or that she is going to get money from the Rent Bank.
13. 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. While I accept that the arrears are not insignificant, I also accept the Tenant's evidence regarding her expenses, the expectation of how much she will be receiving from the rent bank and what her monthly income is now that she has employment, despite the Tenant not providing supporting documents. As such, I am satisfied that the tenancy is viable. As a result, it would not be unfair to deny eviction subject to a payment plan. If the Tenant does not pay the arrears back according to the plan, the Landlord can bring an application to evict him under section 78.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$11,194.80 for arrears of rent up to May 31, 2026, inclusive of the filing fee.
3. The Tenant shall pay to the Landlord the amount in paragraph 2 of this order in accordance with the following schedule:

- a. The Tenant shall have the Rent Bank pay \$5,000.00 to the Landlord on or before the last day of June 2026;
 - b. Starting June 2026 and ending September 2026, the Tenant shall pay to the Landlord \$1,391.18 per month on or before the last day of the month;
 - c. On or before the last day of October 2026, the Tenant shall pay to the Landlord the remaining balance of \$627.56.
4. Commencing June 1, 2026 and continuing until October 1, 2026, or until the arrears are paid in full, whichever date is earliest, the Tenant shall pay to the Landlord the lawful monthly rent on or before the first day of the month.
 5. If the Tenant fails to comply with any of the conditions set out in paragraphs 3 and 4 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (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. The Landlord must make the application within 30 days of the breach of a condition. This application is made to the LTB without notice to the Tenant.

May 20, 2026
Date Issued

Allana McComb
Member, Landlord and Tenant Board

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