



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

File Number: LTB-L-016429-26

In the matter of: 1602, 955 WARWICK CRT
BURLINGTON ON L7T3Z6

Between: Hazelview Property Services inc. Landlord

And

Mike Beam Tenants
Jason Springer

Hazelview Property Services inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Mike Beam and Jason Springer (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 7, 2026.

The Landlord's Legal Representative, Sean Beard and the Tenant, Mike Beam 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 \$1,595.92. It is due on the 1st day of each month.
4. The Tenants have paid \$4,787.76 to the Landlord since the application was filed.
5. The rent arrears owing to May 31, 2026 are \$2,245.69.
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 Tenants owe the Landlord is \$2,431.69.

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, Mike Beam ('MB') sought relief from eviction in the amount of a payment plan requiring the Tenants to pay an additional \$75.00 per month towards the arrears and the Landlord opposed the Tenants' request for relief from eviction.
10. Given the low amount of the arrears and the tenant protection focus of the Act, I find that it would not be unfair to grant the payment plan sought. The arrears are low and the prejudice to the Tenants caused by eviction is greater than any prejudice to the Landlord as a result of the payment plan. The Tenants' primary source of income is ODSP and the Tenants will experience significant difficulty finding similar housing at the rent he is currently paying. The prejudice to the Landlord is offset by the inclusion of the section 78 clause allowing the Landlord to seek termination if the Tenants do not pay as he proposes.
11. MB was advised at the hearing that I would be issuing an order requiring the Tenants to pay an additional \$75.00 on or before the 20th day of each month towards the arrears each month starting May 20, 2026 until the arrears are paid in full as per the payment plan below.

It is ordered that:

1. The Tenants shall pay to the Landlord \$2,431.69 for arrears of rent up to May 31, 2026 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a. \$75.00 on or before the 20th day of each month for the period of May 20, 2026 through to December 20, 2028; and
 - b. \$31.69 on or before January 1, 2029.
3. The Tenants 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 January 31, 2029, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and

requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

May 22, 2026

Date Issued

Christopher Lin

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.