



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

File Number: LTB-L-006309-26

In the matter of: 104, 12 CRAIGTON DR
SCARBOROUGH ON M1L2N6

Between: 940412 ONTARIO LTD. Landlord

And

OMAR DOUGHERTY Tenant

940412 ONTARIO LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict OMAR DOUGHERTY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 8, 2026.

The Landlord's legal representative Emily Barbaty 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 \$1,523.40. It is due on the 1st day of each month.
4. The Tenant has paid \$3,200.00 to the Landlord since the application was filed.
5. The rent arrears owing to April 30, 2026, are \$3,916.80. The Tenant acknowledged the arrears and did not dispute the amount claimed by the Landlord.
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 \$4,102.80.

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.

Tenant Testimony

9. The Tenant testified that he wishes to remain in the rental unit and pay the arrears. The Tenant stated that he recently started a new full-time job during the week of the hearing and expects to earn approximately \$4,400.00 per month.
10. The Tenant explained that prior to obtaining the new employment, he had only part-time work that did not provide sufficient income to keep up with the rent payments. The Tenant testified that he pays child support in the amount of approximately \$600.00 to \$800.00 per month and stated that he is also responsible for assisting with his children's extracurricular activities and sports expenses approximately once every three months.
11. The Tenant testified regarding his monthly expenses, including, Car payment: \$250.00, Automobile insurance: \$400.00, Gasoline: \$200.00, Food: \$150.00, Cell phone: \$100.00; and Credit card payments: \$150.00.
12. The Tenant testified that his total monthly expenses are approximately \$2,050.00.
13. The Tenant initially proposed paying \$300.00 per month toward the arrears in addition to the monthly rent. During submissions, the Tenant proposed a payment plan requiring payments toward the arrears over a period of ten months in the amount of \$410.28 per month, payable on the 30th day of each month, in addition to the monthly rent due on the first day of each month.

Landlord Evidence and Submissions

14. The Landlord submitted that the monthly rent for the rental unit is average for the Greater Toronto Area. The Landlord stated that the Tenant's proposed repayment amount was insufficient and argued the tenancy was not financially viable.
15. The Landlord submitted that there had been an ongoing pattern of arrears and that the tenancy was unsustainable. The Landlord opposed granting extended time for repayment of the arrears.

Analysis

16. I am satisfied that the Tenant's previous inability to pay the rent was connected to unstable and insufficient employment. The Tenant testified credibly that he has now secured new employment with anticipated monthly earnings of approximately \$4,400.00.

17. I have considered the Tenant's financial obligations, including child support payments and other ordinary living expenses. While the Tenant's financial circumstances remain somewhat constrained, the evidence supports a finding that the Tenant now has improved and stable income compared to the period during which the arrears accumulated.
18. I have also considered the Landlord's concern regarding the ongoing viability of the tenancy and the prior pattern of arrears. However, the Tenant demonstrated a willingness to address the arrears and proposed a specific repayment schedule that would fully satisfy the arrears within ten months while also maintaining the ongoing monthly rent payments.
19. In the circumstances, I find that granting the Tenant relief from eviction on strict terms is appropriate and preserves the tenancy while also ensuring the Landlord receives repayment of the arrears within a reasonable timeframe.
20. I am satisfied that a payment plan requiring the Tenant to pay the monthly rent as it becomes due together with monthly arrears payments of \$410.28 for ten months appropriately balances the interests of both parties.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,102.80 for arrears of rent up to April 30, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Amount of Payment
June 1, 2026	\$410.28
July 1, 2026	\$410.28
August 1, 2026	\$410.28
September 1, 2026	\$410.28
October 1, 2026	\$410.28
November 1, 2026	\$410.28
December 1, 2026	\$410.28
January 1, 2027	\$410.28
February 1, 2027	\$410.28
March 1, 2027	\$410.28

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 March 31, 2027, 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 April 30, 2026.

May 29, 2026

Date Issued

Nathan Korenberg

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.