



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

File Number: LTB-L-023134-26

In the matter of: 909, 2 SAINT THOMAS ST
TORONTO ON M5S2Z1

Between: 2-8 St. Thomas Street Holdings Inc. c/o Landlord
BentallGreenOak (Canada) LP

And

Felix Hove Tenant

2-8 St. Thomas Street Holdings Inc. c/o BentallGreenOak (Canada) LP (the 'Landlord') applied for an order to terminate the tenancy and evict Felix Hove (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 21, 2026.

The Landlord's legal representative, Preston Haynes 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 \$2,998.15. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.57. This amount is calculated as follows: \$2,998.15 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 \$20,740.41.
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 \$2,866.61 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 \$23.25 is owing to the Tenant for the period from January 1, 2026 to May 21, 2026.

Relief from eviction

10. The Landlord's legal representative requested a standard 11-day eviction order on the basis that the arrears are significant and that the Tenant has made no payments since the application was filed.
11. The Tenant did not dispute the amount owing to the Landlord and testified that the arrears accumulated following a layoff from his contracting work in November 2025. The Tenant further testified that in December 2025 his accounts were compromised, which contributed to his inability to maintain rent payments.
12. The Tenant also testified that he is self-employed and expects to receive a business grant, which would allow him to pay \$11,000.00 with the June 1, 2026 rent, and the remaining balance of \$9,926.41 on or before June 21, 2026. The Tenant was unable to provide documentary evidence in support of this proposal due to his accounts being compromised, including his email access.
13. Although the arrears are significant and the Tenant was unable to provide documentary confirmation of the anticipated grant funding, I find the Tenant's evidence regarding his intention to pay to be credible. I further find that the proposed payment plan does not prejudice the Landlord, as a substantial portion of the arrears will be paid prior to the Landlord's ability to enforce an 11-day standard eviction order, and the Landlord will retain its right to pursue further enforcement or termination proceedings should the Tenant fail to make the payment due on June 1, 2026.
14. 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.

It is ordered that:

1. The Tenant shall pay to the Landlord the amount of \$20,926.41, representing the arrears of rent and costs owing up to May 31, 2026.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$11,000.00 on or before June 1, 2026; and
 - b) \$9,926.41 on or before June 21, 2026.

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for **June 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 26, 2026
Date Issued

Christina Philp
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.