



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-092512-25

In the matter of: Apt. 301, 181 GERRARD ST E
TORONTO ON M5A2E5

Between: Macdonald Realtors Lorne Goldman LTD. Landlord

And

Robert Mickleboro Tenant

Macdonald Realtors Lorne Goldman LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Mickleboro (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Legal Representative, Ashley Cassidy, the Tenant and the Tenant's Support, Jessica Ro 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 \$1,320.70. It is due on the 1st day of each month.
4. The Tenant has paid \$3,989.83 to the Landlord since the application was filed.
5. The parties agreed the rent arrears owing to May 31, 2026 are \$1,293.93.
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 \$1,479.93.

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 is a senior with cognitive impairments. He has lived in the rental unit for approximately 6-7 years and lives alone in the rental unit. The Tenant testified that if he is evicted he will have nowhere to go as he has no friends or family to rely on. The Tenant has set up automatic payment of his rent effective June 1, 2026. The Tenant proposed a payment plan that would require the Tenant to pay an additional \$50.00 towards the arrears until they are paid in full.
10. While the Landlord's Legal Representative submits that the payment plan is not viable and that the duration of the payment plan would be unfairly prejudicial to the Landlord, the arrears are low and I find that any prejudice to the Landlord is far outweighed by the prejudice to the Tenant if he is evicted. The Landlord will be protected by section 78 of the Act if the Tenant breaches any payment. As a result, I find that it would not be unfair to grant relief from eviction in the form of the payment plan requested by the Tenant.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,479.93 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 in accordance with the following schedule:
 1. \$50.00 on or before the 20th of each month for the period of June 20, 2026 through to October 20, 2028
 2. \$29.93 on or before November 20, 2028.
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 November 20, 2028, 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.

June 1, 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.