



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

File Number: LTB-L-024410-26

In the matter of: 6 Arthur Avenue
Cobden ON K0J1K0

Between: McGrimmon Holdings Inc. Landlord

And

Paul Lewis Tenant

McGrimmon Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Lewis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 26, 2026.

The Landlord's Agent, Vicki Kubiseski, 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 \$1,634.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.72. This amount is calculated as follows: \$1,634.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,279.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$6,075.58.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord

attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

10. The Tenant testified that his wife who contributed equally towards the rental unit expenses left suddenly last year, and he has had difficulty sustaining the rental unit alone. His wife also took the car keys with her, so he is unable to drive to work which affected his income drastically. The Tenant has found a roommate now who will be contributing which reflects that he has been paying his rent regularly. The Tenant requests a payment plan of \$350.00 a month.
11. The Landlord opposes a payment plan of more than 12 months.
12. I find a payment plan would be feasible. The Tenant has found a roommate and testified to increasing shifts at work again as he has found a way to get a car key made. The Tenant has been a Tenant with the Landlord for a few years. I do weigh the prejudice of an 18-month long payment plan on the Landlord compared to the eviction of a long-standing Tenant and it supports the granting of relief in the form of a payment plan.

It is ordered that:

1. The Tenants shall pay to the Landlord \$6,261.58 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:

Payment Due Date	Payment Amount
a) On or before June 8, 2026	June's rent
b) On or before June 15, 2026	\$350.00
c) On or before July 15, 2026	\$350.00
d) On or before August 15, 2026	\$350.00
e) On or before September 15, 2026	\$350.00
f) On or before October 15, 2026	\$350.00
g) On or before November 15, 2026	\$350.00
h) On or before December 15, 2026	\$350.00
i) On or before January 15, 2027	\$350.00
j) On or before February 15, 2027	\$350.00

k) On or before March 15, 2027	\$350.00
l) On or before April 15, 2027	\$350.00
m) On or before May 15, 2027	\$350.00
n) On or before June 15, 2027	\$350.00
o) On or before July 15, 2027	\$350.00
p) On or before August 15, 2027	\$350.00
q) On or before September 15, 2027	\$350.00
r) On or before October 15, 2027	\$350.00
s) On or before November 15, 2027	\$311.58

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 July 1, 2026, to November 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants 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 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.

June 5, 2026
Date Issued

 Sheena Brar
 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.