



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

Citation: 2491364 ONTARIO INC. v PICKARD, 2026 ONLTB 43914

Date: 2026-06-05

File Number: LTB-L-021850-26

In the matter of: 103, 1442 LAWRENCE AVE W
TORONTO ON M6L1B5

Between: 2491364 ONTARIO INC. Landlord

And

ANTHONY PICKARD Tenants
CRYSTAL SPICE
ERIC DESANTIS

2491364 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict ANTHONY PICKARD, CRYSTAL SPICE and ERIC DESANTIS (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on June 1, 2026. The Landlord's Legal Representative, Jason Paine, and the Tenants, Anthony Pickard ('AP') and Crystal Spice ('CP'), 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 \$2,179.62. It is due on the 1st day of each month.
4. The Tenants have paid \$21,220.00 to the Landlord since the application was filed.
5. The rent arrears owing to June 30, 2026 are \$10,773.35.

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 \$10,959.35. This was not disputed by the Tenants.

Relief from Eviction / Section 83 of the Act

8. The Landlord's Legal Representative requested a standard 11-day termination order on the basis that the Tenants have been in arrears for approximately two years. The Landlord was not confident that the Tenants could pay off the arrears within a reasonable time and so the Landlord was opposed to a payment plan.
9. The Tenants were opposed to termination of the tenancy and requested a payment plan. In this regard, they proposed to pay a lump sum of \$2,000.00 by the end of the week and then pay \$800.00 on the 20th day of each month, commencing June 20, 2026 until the arrears are paid in full.
10. It was the Tenants' evidence that they fell into arrears due to a series of medical issues experienced by CP, which affected her ability to work. In addition, the son of AP and CP also had medical issues that required surgery and there were complications from the surgery, which affected AP's ability to work.
11. The Tenants gave evidence with respect to their current monthly income and their household expenses. The Tenants were confident that there was enough left over after deducting the rent and expenses to pay the amount they had proposed.
12. The Tenants submitted that if they were evicted it would be devastating to them and their two children who are both special needs as they would have no place to go and would likely become homeless.
13. 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.
14. The Tenants recent payments have brought down the arrears considerably and, in my view, demonstrates a good faith intention to pay off the arrears. The payment plan proposed by the Tenants is viable based on the income and expenses disclosed. The plan proposed would see the arrears paid off within 12 months and there was no evidence to suggest that a payment plan of this length would result in financial hardship to the Landlord.
15. I understand the Landlord's concerns regarding a payment plan given the Tenants have been in arrears for quite some time. However, if the Tenants fail to comply with the payment plan ordered below, the Landlord will not be without

recourse and may apply for an order to terminate the tenancy under section 78 of the Act.

It is ordered that:

1. The Tenants shall pay to the Landlord \$10,959.35 for arrears of rent up to June 30, 2026 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - i. \$2,000.00 on or before June 11, 2026;
 - ii. \$800.00 on or before the 20th day of each month, for 11 months, commencing June 20, 2026 to April 20, 2027; and
 - iii. \$159.35 on or before May 20, 2027.
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 of July 1, 2026 to May 1, 2027, 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 June 30, 2026.

June 5, 2026
Date Issued

Rachel Gibbons
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.