



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

File Number: LTB-L-012879-26

In the matter of: rear, 185 BRUNSWICK AVE
TORONTO ON M5S2M4

Between: Kar Wong Landlord

And

Blake Anthony Foster Tenant

Kar Wong (the 'Landlord') applied for an order to terminate the tenancy and evict Blake Anthony Foster (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord 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 \$700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$23.01. This amount is calculated as follows: \$700.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.

Arrears owing

1. The parties disagreed regarding the amount of rent arrears owing to the Landlord and whether the Tenant made cash rent payments during the period from March 1, 2025, to January 31, 2026.
2. The Landlord testified that he did not receive any cash rent payments from the Tenant during the period in dispute.
3. The Tenant testified that he paid rent in cash but acknowledged that he did not receive receipts from the Landlord for any of the alleged payments. The Tenant explained that he performs hair services on a part-time basis and often receives cash from clients, which he stated was sometimes used to pay rent. However, the Tenant did not provide documentary evidence to support his position, including bank withdrawal records, receipts, records of cash transactions, or any other evidence demonstrating that cash funds were withdrawn or provided to the Landlord for rent payments.
4. When asked, the Tenant was not able to confirm the last cash payment made to the Landlord but stated that he probably provided the last cash payment for December 2025 rent as he has refused payment for the last four months due to maintenance issues.
5. The Tenant has occupied the rental unit since November 1, 2024, and testified that he paid rent in cash throughout the tenancy.
6. The Landlord testified that the Tenant declined to pay rent through alternative methods, including e-transfer, and advised that he could only pay in cash. The Landlord further testified that while receipts were not routinely issued, he would have provided receipts had the Tenant requested them.
7. The Landlord submitted a video recording into evidence. In the recording, during a discussion regarding rent arrears, the Landlord stated that the Tenant had not paid rent since March 2025. In response, the Tenant did not dispute that rent had not been paid since March 2025 and instead stated that rent had not been paid since August 2025. The Landlord then reiterated that no rent had been paid since March 2025.
8. The Landlord also submitted a rent ledger recording all payments received from the Tenant. The ledger indicates that the last payment received was \$700.00 for the February 2025 rental period. The ledger does not record any payments after that date.
9. Although the ledger identifies the tenant as "Bruce Spencer," the Landlord explained that the Tenant refused to provide his legal name for much of the tenancy. The Landlord testified that he only became aware of the Tenant's identity when serving notices of termination and upon reviewing mail addressed to Blake Anthony Foster at the rental unit. The video recording supports the Landlord's evidence, as it depicts the Landlord asking the Tenant to identify himself and the Tenant refusing to provide his name.
10. I prefer the Landlord's evidence regarding the payment history. The Landlord's testimony was consistent with the documentary evidence, including the rent ledger and the video recording submitted at the hearing. The ledger shows no rent payments after February

2025, and the Tenant did not provide any documentary evidence to corroborate his claim that cash payments were made thereafter.

11. While the Tenant maintained that rent was paid in cash, he was unable to provide details regarding the dates or amounts of the alleged payments and could not identify when the last payment was made. The Tenant also acknowledged that he withheld rent for several months. In the circumstances, I find the Tenant's evidence regarding ongoing cash payments to be vague and unsupported.
12. I further find it significant that, when confronted in the video recording with the Landlord's assertion that rent had not been paid since March 2025, the Tenant did not state that rent had in fact been paid. Rather, the Tenant responded by asserting that rent had not been paid since August 2025. This response is inconsistent with the Tenant's position at the hearing that rent continued to be paid in cash.
13. On a balance of probabilities, I find that the Tenant has not established that any rent payments were made after February 2025. I therefore find that no rent was paid for the period commencing March 1, 2025, and that the arrears claimed by the Landlord are owing in the amount of \$9,100.00 for the period from March 1, 2025 to April 30, 2026.

Relief from eviction

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 postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act..
15. The Landlord requested a standard eviction order. The Landlord testified that the Tenant has made no payments toward the arrears since the N4 Notice of termination was served and that the continuing non-payment of rent has caused significant financial hardship. The Landlord stated that he remains responsible for property taxes and utilities for the rental property and has had to borrow funds to meet these obligations. The Landlord further testified that the hydro service was disconnected due to non-payment as a result of the financial strain caused by the accumulation of rent arrears.
16. The Tenant is approximately 70 years of age and testified that he receives monthly income of approximately \$2,000.00 from Canada Pension Plan benefits and income earned from providing hair services. The Tenant estimated his monthly expenses, including rent, groceries, transportation, internet, cellular service, medication, and debt consolidation payments, to be approximately \$1,500.00. The Tenant requested that he be permitted to repay the arrears through a payment plan consisting of an additional \$50.00 to \$100.00 per month.
17. The Tenant also testified that he suffers from diabetes, osteoporosis, and rheumatoid arthritis, which affect his mobility. The Tenant stated that he intends to move into a seniors' residence but has not yet commenced that process.
18. I am not satisfied that the repayment plan proposed by the Tenant is viable or would adequately address the substantial arrears owing within a reasonable period of time. The Tenant has not paid rent since March 2025 and has made no payments toward the arrears since the application was filed. Given the amount of arrears outstanding and the Tenant's

limited income, I find that payments of \$50.00 to \$100.00 per month in addition to the ongoing monthly rent would not result in the arrears being repaid within a reasonable timeframe.

19. I also find that requiring the Landlord to continue the tenancy on the basis of the proposed payment plan would be unfair. The evidence establishes that the Landlord is already experiencing financial hardship as a result of the prolonged non-payment of rent and has incurred debt in order to meet ongoing property expenses. In these circumstances, further delaying recovery of the arrears through a minimal payment arrangement would impose additional hardship on the Landlord.
20. While I have carefully considered the Tenant's age, health concerns, limited income, and stated intention to seek alternative housing, I am not satisfied that these factors outweigh the prejudice that would result to the Landlord if eviction were denied or suspended on the terms proposed by the Tenant.
21. However, I find that a brief delay of the termination date is appropriate pursuant to subsection 83(1)(b) of the Act. The Tenant's age, medical conditions, and intention to seek accommodation in a seniors' residence support granting additional time to secure alternative housing and make arrangements to relocate.
22. Balancing the circumstances of both parties, I find that it would be unfair to deny the Landlord's application or to grant the Tenant's proposed repayment plan. However, I find that delaying the termination date to June 30, 2026 appropriately recognizes the Tenant's personal circumstances while minimizing further prejudice to the Landlord. Accordingly, eviction shall be delayed until June 30, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,686.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,069.21. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$23.01 per day for the use of the unit starting April 22, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 1, 2026.

June 5, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on January 1, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$10,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,686.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$8,883.21
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$9,069.21
Plus daily compensation owing for each day of occupation starting April 22, 2026	\$23.01 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	