



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

File Number: LTB-L-025736-26

In the matter of: 2204, 1285 Dupont St
Toronto ON M6H0E3

Between: Nidhi Pandey Landlords
Key2Rent

And

Todd Amune Tenant

Nidhi Pandey and Key2Rent (the 'Landlords') applied for an order to terminate the tenancy and evict Todd Amune (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 1, 2026.

The Landlords' Agent, Kandyce Barton-Hogel, and the Tenant attended the hearing.

Determinations:

1. The Landlords 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 \$2,375.00. It is due on the 1st day of each month.
4. The rent arrears owing to June 30, 2026 are \$10,687.50.
5. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenant owes the Landlords is \$10,873.50.

Relief from Eviction / Section 83 of the Act

7. The Landlords' Agent requested a standard 11-day termination order and submitted that the Landlords rely on the consistent payment of the rent in order to pay the mortgage.
8. I considered whether the Landlords attempted to negotiate a repayment agreement with the Tenant pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlords' Agent submitted that there was communication with the Tenant regarding the arrears. However, the Tenant would agree to make payments and then not follow through.
9. The Landlord's Agent acknowledged that the Tenant made a payment of \$2,375.00 the day before the hearing (the 'Recent Payment'). However, the Recent Payment was not factored into the arrears calculation at the hearing as it had not yet cleared.
10. The Tenant was opposed to termination of the tenancy and it was his evidence that the arrears were due to his previous job becoming unreliable and/or inconsistent and so he had to find new employment, which took time. The Tenant stated that he started a new job approximately 5 weeks ago.
11. The Tenant gave evidence at the hearing regarding his current monthly income and expenses and was confident that he could pay his rent going forward as well as pay down the arrears. In this regard, he proposed to pay a total of 3,562.50 each month for the rent and the arrears, by way of 2 equal payment of \$1,781.25 on or before the 15th of each month and the last day of each month.
12. The Tenant's plan to pay off the arrears is viable based on the income and expenses disclosed at the hearing and would see the arrears paid off in 6 months. While I understand the Landlords' frustration and concern regarding the arrears and Tenant's ability to follow through with payments, the Landlords will not be without recourse if the Tenant doesn't comply with the payments ordered. There was also no evidence to suggest that a payment plan would cause financial hardship to the Landlords.
13. Accordingly, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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 Landlords \$10,873.50 for arrears of rent up to June 30, 2026 and costs.
2. The Tenant shall pay to the Landlords the amount set out in paragraph 1 of this order, as well as the ongoing rent in accordance with the following schedule:

	Date of Payment	Amount	Allocation
i.	On or before June 14, 2026	\$2,375.00	Arrears <i>(the Recent Payment referred to at para 9 must be cleared or have been replaced and cleared by June 14, 2026)</i>
ii.	On or before June 15, 2026	\$1,781.25	Arrears
iii.	On or before June 30, 2026	\$1,781.25	Rent (toward July)
iv.	On or before July 15, 2026	\$1,781.25	\$593.75 Rent (toward July) \$1,187.50 Arrears
v.	On or before July 31, 2026	\$1,781.25	Rent (toward August)
vi.	On or before August 15, 2026	\$1,781.25	\$593.75 Rent (toward August) \$1,187.50 Arrears
vii.	On or before August 31, 2026	\$1,781.25	Rent (toward September)
viii.	On or before September 15, 2026	\$1,781.25	\$593.75 Rent (toward September) \$1,187.50 Arrears
ix.	On or before September 30, 2026	\$1,781.25	Rent (toward October)
x.	On or before October 15, 2026	\$1,781.25	\$593.75 Rent (toward October) \$1,187.50 Arrears
xi.	On or before October 31, 2026	\$1,781.25	Rent (toward November)

xii.	On or before November 15, 2026	\$1,781.25	\$593.75 Rent (toward November) \$1,187.50 Arrears
xiii.	On or before November 30, 2026	\$1,781.25	Rent (toward December)
xiv.	On or before December 15, 2026	\$1,373.50	\$593.75 Rent (toward December) \$779.75 Arrears

3. 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 Landlords pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlords 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 June 30, 2026.
4. Upon completion of the final payment or upon paying the arrears off in full, whichever is earliest, the Tenant shall resume paying the rent in full on the 1st of each month.

June 11, 2026
Date Issued

 Rachel Gibbons
 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.