



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

File Number: LTB-L-017179-26

In the matter of: 606, 1745 BLOOR ST
MISSISSAUGA ON L4X1S6

Between: 1745 Bloor Holdings Inc. Landlord

And

Ricardo McDonald Tenants
Lorraine Stewart

1745 Bloor Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ricardo McDonald and Lorraine Stewart (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 5, 2026.

The Landlord's legal representative, Howard levenson and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,380.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.25. This amount is calculated as follows: \$2,380.00 x 12, divided by 365 days.
5. The Tenants has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$9,520.00, subject to a payment made by the Tenants in the amount of \$2,380.00 which has not yet cleared the Landlord's bank.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$2,380.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$20.13 is owing to the Tenants for the period from December 10, 2025 to May 5, 2026.

Relief from eviction

10. The Landlord's representative requested a standard eviction order. The representative submitted that the Tenants fell into arrears shortly after the commencement of the tenancy and that other than the pending payment, the TS have made no effort to clear the arrears or pay the ongoing monthly rent.
11. Lorraine Stewart ('LS') testified that she has never resided in the rental unit and understood her role to be that of a guarantor for Ricardo McDonald ('RM'). LS testified that she does not believe RM intends to repay the arrears and expressed concerns regarding his ability to maintain the tenancy. LS further testified that she is concerned about the impact of the arrears on her credit and wishes to be released from any ongoing obligations arising from the tenancy.
12. RM testified that he resides in the rental unit with his 17-year-old daughter. He testified that the arrears accrued after he was laid off from employment. RM stated that he has since secured new employment and has been working for approximately four weeks in the home construction industry. RM testified that he is currently performing work for Cadillac Window Fashions and Wincon Interior Designs and is compensated on a per-project basis.
13. RM requested an opportunity to preserve the tenancy and proposed paying the lawful monthly rent as it becomes due together with additional payments of \$800.00 per month toward the arrears. RM testified that his anticipated income from his employment sources is approximately \$5,500.00 per month. In support of his position, RM submitted an email from an individual identified as Charlie Iczkovitz on behalf of Wincon Interior Designs. While I have considered this document, it was not on company letterhead and did not confirm guaranteed earnings. Rather, it indicated that RM could expect to receive three to four jobs at a rate of approximately \$300.00 to \$500.00 per job.
14. I am not satisfied that the tenancy is sustainable. The arrears began accumulating shortly after the commencement of the tenancy and continued to increase throughout the tenancy. While RM testified that he recently returned to work, the evidence before me does not establish a stable or guaranteed source of income sufficient to satisfy both the ongoing monthly rent and the substantial arrears.
15. RM testified that he currently works for two companies and expects to earn approximately \$5,500.00 per month. However, the evidence supporting this assertion was limited. The email submitted on behalf of Wincon Interior Designs was not on company letterhead and did not confirm guaranteed earnings. Rather, it indicated only that RM may receive three to four jobs at rates ranging from \$300.00 to \$500.00 per job. As a result, I place limited weight on RM's projected income and am not persuaded that he has the financial capacity to comply with the payment plan he proposed.

16. I have also considered LS's testimony. Although LS testified that she did not reside in the rental unit and believed she was acting only as a guarantor, her evidence reflects concerns regarding RM's ability and willingness to address the arrears. While I make no findings regarding those characterizations, her testimony does not support a conclusion that the arrears are likely to be paid within a reasonable period.
17. Taking all of the evidence into account, I find that there is insufficient evidence before me to conclude that the arrears can be repaid while maintaining the ongoing rent. Accordingly, I find that the tenancy is not sustainable and that termination of the tenancy is appropriate.
18. However, I have considered whether it would be unfair to postpone the eviction date pursuant to subsection 83(1) of the Act. RM resides in the rental unit with his 17-year-old daughter. An immediate eviction would cause significant hardship to the occupants. I also accept that the arrears arose, at least in part, following RM's loss of employment and that he has recently returned to work. Although I am not satisfied that the tenancy can be preserved, I find that a brief extension of the eviction date is warranted to provide RM and his daughter with additional time to secure alternative accommodation and to facilitate an orderly transition from the rental unit, or alternatively pay the arrears owing to preserve the tenancy.
19. In balancing the prejudice to the parties, I have considered that the Landlord continues to experience prejudice as a result of the substantial arrears. However, I have also considered that the Landlord is holding a last month's rent deposit, which provides some financial protection during the extended eviction period. In the circumstances, I find that the prejudice to the Landlord arising from a delayed eviction date is outweighed by the significant hardship that would be experienced by RM and his daughter if eviction were ordered on a standard basis. Accordingly, I find that it would not be unfair to postpone the eviction date to June 30, 2026, and the eviction order shall issue effective that date.
20. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$12,086.00 if the payment is made on or before June 30, 2026, minus any rent payments or compensation paid by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants 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 Tenants may only make this motion once during the tenancy.

4. **If the Tenants does not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 30, 2026.**
5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$5,317.12, minus any rent payments or compensation paid by the Tenants. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$78.25 per day for the use of the unit starting May 6, 2026 until the date the Tenants moves out of the unit.
7. If the Tenants does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenants 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 12, 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 Tenants 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	\$11,900.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$12,086.00

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

Rent Owing To Hearing Date	\$7,531.25
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,380.00
Less the amount of the interest on the last month's rent deposit	- \$20.13
Total amount owing to the Landlord	\$5,317.12
Plus daily compensation owing for each day of occupation starting May 6, 2026	\$78.25 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	