



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

File Number: LTB-L-098382-25

In the matter of: 106, 28 MACPHERSON AVE.
TORONTO ON M5R 1W8

Between: 28 Macpherson Inc Landlord

and

Graeme (Grae) McDonald Tenant

28 Macpherson Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Graeme (Grae) McDonald (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 8, 2026.

The Landlord's representative, Mark Ciobotaru, the Landlord's agent, Laura May, the Tenant, and the Tenant's support person, Antonio Leonardis, 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 \$1,634.72. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.74. This amount is calculated as follows: \$1,634.72 x 12, divided by 365 days.
5. It is undisputed that the Tenant has paid \$11,540.00 to the Landlord since the application was filed. It is also undisputed that the rent arrears owing to June 30, 2026, are \$1,537.76.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. The Landlord collected a rent deposit of \$1,950.00 from the Tenant 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.
8. Interest on the rent deposit, in the amount of \$122.41 is owing to the Tenant for the period from October 30, 2023, to June 8, 2026.

Relief from Eviction

9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I 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.
10. The Landlord requested an eviction order for termination and eviction with 11 days for the Tenants to pay off all outstanding amounts and void the order.
11. The Tenant testified regarding his health and financial circumstances. He stated that he is bedridden, unable to walk or stand, and has been advised by his doctors that he has limited time to live. The Tenant requested that I preserve his tenancy through a payment plan. He testified that he receives his pension income (approximately \$2,100.00 per month). The Tenant proposed to pay \$100.00 per month towards the rental arrears while continuing to pay the lawful monthly rent as it becomes due.
12. The Landlord's representative submitted that further delay or payment plan would cause prejudice to the Landlord, however, no documentary evidence was provided in support of that position.
13. The evidence before me establishes that the Tenant has been paying the rent. I say this because the Tenant has paid \$11,540.00 since the application was filed, reducing the outstanding arrears to \$1,537.76. Given the Tenant's length of tenancy and his health condition, I find that it would not be unfair to grant relief from eviction by way of a payment plan to allow the Tenant an opportunity to preserve his tenancy.
14. Therefore, I am satisfied on the balance of probabilities, that the Tenant will make payments towards the arrears while continuing to pay the ongoing monthly rent. The payment plan also provides the Landlord with a clear schedule for repayment and an enforcement order in the event of a default.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,723.76 for arrears of rent up to June 30, 2026, which includes the \$186.00 filing fee, in accordance with the following schedule:

DATE OF PAYMENT	AMOUNT
July 15, 2026	\$100.00
August 15, 2026	\$100.00
September 15, 2026	\$100.00
October 15, 2026	\$100.00
November 15, 2026	\$100.00

December 15, 2026	\$100.00
January 15, 2027	\$100.00
February 15, 2027	\$100.00
March 15, 2027	\$100.00
April 15, 2027	\$100.00
May 15, 2027	\$100.00
June 15, 2027	\$100.00
July 15, 2027	\$100.00
August 15, 2027	\$100.00
September 15, 2027	\$100.00
October 15, 2027	\$100.00
November 15, 2027	\$123.76

2. The Tenant 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 30, 2027 or until the arrears are paid in full, whichever date is earliest.
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 Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the Board 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.

June 15, 2026
Date Issued

 Adeela Alvez
 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.