



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

File Number: LTB-L-024195-26

In the matter of: 108, 27 Paxtonia Blvd
North York ON M3K1V9

Between: Akelius Canada Ltd. Landlord

And

Mahsuni Akdeniz Tenant

Akelius Canada Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Mahsuni Akdeniz (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 4, 2026.

The Landlord's Legal Representative, Sabrina Marchionne, the Tenant, and the Tenant's Support Person, Cagla Akdeniz, attended the hearing.

Determinations:

Arrears of Rent

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 parties agreed that the lawful rent is \$1,511.37. It is due on the first (1st) day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.69. This amount is calculated as follows: \$1,511.37 x 12, divided by 365 days.
5. The parties agreed that the Tenant has paid \$2,000.00 to the Landlord since the application was filed.
6. The parties agreed that the rent arrears owing to June 30, 2026, are therefore in the amount of \$7,031.27.

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 \$1,166.22 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.
9. Interest on the rent deposit, in the amount of \$10.40 is owing to the Tenant for the period from January 1, 2026, to June 4, 2026.

Relief from Eviction

10. The Landlord sought the termination of the tenancy due to the amount of the rent arrears. They are of the position that the Tenant no longer has the financial means to continue the tenancy.
11. The present application represents the first time throughout the course of the tenancy that the Landlord has applied for an order to terminate the tenancy and evict the Tenant because the Tenant did not pay the rent that the Tenant owes.
12. The Landlord has attempted to negotiate with the Tenant an agreement including terms of payment for the Tenant's arrears, but the parties were unable to come to an agreement.
13. The Tenant testified that they moved into the rental unit in 2009. They currently occupy the rental unit with their spouse and their child.
14. The Tenant indicated that they were previously consistently working, but were laid off during the month of September 2025.
15. The Tenant stated that they received a cancer diagnosis nine (9) months ago and proceeded to have surgery during the month of October 2025.
16. Between the months of January 2026, and April 2026, the Tenant estimated their monthly household income to be around \$1,200.00. The Tenant recognized that they prioritized other expenses over their monthly rent during this period of time.
17. The Tenant indicated that they returned to work during the month of May 2026. Based on the date they returned to work, and the biweekly nature of their pay cycle, they recognized that they had not made payments towards the lawful monthly rent for the rental period starting May 1, 2026, and ending May 31, 2026.
18. The Tenant estimates their current monthly expenses to be in the amount of \$3,787.37. Their net monthly income is in the amount of \$3,000.00. They are expecting their income to be supplemented by benefits from the *Ontario Disability Support Program* ('ODSP') effective the latter part of the month of June 2026.
19. The Tenant stated that ODSP benefits are usually received on the last day of each month.
20. The Tenant's child is also actively searching for employment opportunities in order to help contribute to the household expenses.

21. The Tenant indicated that the rental unit is conveniently located in close proximity to a hospital and clinic which they need to attend on a monthly basis for follow-ups related to their cancer diagnosis.
22. The Tenant seeks to continue the tenancy and proposed to enter into a repayment plan through which they would pay the Landlord the ongoing monthly rent in full and on time on the first (1st) day of each month, along with the amount of \$500.00 towards the arrears of rent until the arrears are paid in full.

Analysis

23. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, the length of the tenancy, along with the Tenant's payment history throughout the course of their tenancy, the proximity of the rental unit to the medical facilities attended by the Tenant, and their expressed intent to pay the remainder of their outstanding balance, 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.
24. This decision aligns with the Divisional Court's finding that an eviction should be ordered as a remedy of last resort, and should only be ordered if it is not possible to bring the tenancy back into good standing.¹
25. Indeed, prior to being laid off and experiencing health difficulties, the Tenant had maintained their long-term tenancy in good standing, with this application being the first time since the tenancy started in 2009 that the Landlord seeks to terminate tenancy as a result of the Tenant accumulating arrears.
26. With the Tenant recently returning to work, and based on the benefits they expect to receive from ODSP as of the month of June 2026, and the efforts of other members of the household to contribute to the rent and the other expenses of the rental unit, The Tenant's financial means ought to be able to sustain their proposed repayment plan.
27. Although this is not the Landlord's preferred outcome, and I note that they have raised concerns with respect to the sustainability of the Tenant's proposal in light of the repayment plan being entirely dependent on the benefits the Tenant expects to receive from ODSP, the prejudice to the Landlord is reduced by the present order, as they would be able to seek the termination of the tenancy in relatively short order if the Tenant fails to abide by the conditions set-out below.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

¹ *Britannia Glen Co operative Homes v. Singh*, cited in *Toronto Community Housing Corp. v. Thompson*, [2003] O.R.H.T.D. No. 145, *James Aylmer Langford v. Lesley Phipps and Larry Gilpin*, [1992] O.J. No. 4184 (Ont. Gen. Div.).

2. The Tenant shall pay to the Landlord the amount of \$7,217.27 for arrears of rent up to June 30, 2026, and costs.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 of this order in accordance with the following schedule:
 - On or before the first (1st) day of each month, from July 1, 2026, to July 31, 2027, the amount of \$500.00 per month.
 - On or before August 1, 2027, the amount of \$717.27.
 - Refer to Schedule 1 for a detailed breakdown of the scheduled payments.
4. The Tenant shall also pay to the Landlord the new rent in full and on time, as it becomes due and owing on the first (1st) day of each month, for the rental period starting July 1, 2026, and ending August 31, 2027, or until the arrears are paid in full, whichever date is earliest.
5. 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 2 of this order, shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within thirty (30) days of the Tenant's breach, pursuant to section 78 of the *Residential Tenancies Act, 2006*, 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 17, 2026
Date Issued

Alexandre Traboulsi
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.

Schedule 1
SUMMARY OF PAYMENT SCHEDULE

Payment Due On or Before	Payment Amount
July 1, 2026	\$500.00
August 1, 2026	\$500.00
September 1, 2026	\$500.00
October 1, 2026	\$500.00
November 1, 2026	\$500.00
December 1, 2026	\$500.00
January 1, 2027	\$500.00
February 1, 2027	\$500.00
March 1, 2027	\$500.00
April 1, 2027	\$500.00
May 1, 2027	\$500.00
June 1, 2027	\$500.00
July 1, 2027	\$500.00
August 1, 2027	\$717.27