



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

File Number: LTB-L-026533-26

In the matter of: 1, 6 MORTIMER DR
BRAMPTON ON L7A3N2

Between: PRADEEP PRABHAKARAN Landlord

And

FRANK SILVIO ALTOMARE Tenant

PRADEEP PRABHAKARAN (the 'Landlord') applied for an order to terminate the tenancy and evict FRANK SILVIO ALTOMARE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 2, 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). 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 \$2,950.00. It is due on the 1st day of each month.
4. The rent arrears owing to March 31, 2026 are \$8,850.00.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Additional rent has become available from April 1, 2026 to June 1, 2026 in the amount of \$8850.00
7. Accordingly, the total amount the Tenant owes the Landlord is \$17,886.00.

8. 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 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.
9. The Tenant testified that he lost his employment in early 2026, which contributed to his inability to maintain regular rent payments. The Tenant further testified that he secured new employment in April 2026 and is currently employed in two full-time positions.
10. The Tenant testified that in April 2026, he received his wages by cheque rather than by direct deposit. The Tenant further testified that he deposited the cheque through an automated banking machine (ATM) and that his financial institution, Royal Bank of Canada (RBC), placed a five-day hold on the funds, which delayed his ability to make payments.
11. The Tenant testified that, as a demonstration of good faith and commitment to resolving the arrears, he intends to pay the full rent owing for June 2026.
12. The Tenant testified that he is prepared to make monthly payments of \$1,500.00 toward the arrears, in addition to the lawful monthly rent, until the arrears are paid in full.
13. The Tenant also testified that his net employment income is approximately \$4,400.00 per month. He also testified that he receives passive income ranging between \$2,000.00 and \$4,000.00 USD gross per month. The Tenant further testified that his monthly utility expense for water is approximately \$600.00 and that his remaining monthly expenses range from approximately \$1,200.00 to \$1,400.00. The Tenant testified that he does not own a motor vehicle and therefore does not incur vehicle-related expenses.
14. The Landlord opposed the Tenant's request for relief from eviction. The Landlord submitted that the arrears are significant and that the Tenant has had sufficient time to address the outstanding rent. The Landlord expressed concern regarding the Tenant's previous failure to make rent payments as they became due and requested that the tenancy be terminated and eviction ordered.
15. The Act is remedial legislation, and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated, "to put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
16. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests.

17. While I have considered the Landlord's concerns regarding the amount of arrears and the Tenant's payment history, I am satisfied that the Tenant's circumstances have materially changed since the arrears accrued. The evidence before me establishes that the Tenant has obtained new employment, is currently working two full-time jobs, has additional passive income, and has proposed a repayment plan that I find to be realistic and achievable. In these circumstances, I find that granting relief from eviction provides the Tenant with a meaningful opportunity to preserve the tenancy while adequately protecting the Landlord's interests through a structured repayment schedule and the section 78 enforcement provisions contained in this order.

18. I find that the Tenant's proposed payment plan is feasible considering his income. His rent plus the proposed arrears payment of \$1500.00 is less than the income that he has testified too.

It is ordered that:

1. The Tenant shall pay to the Landlord \$17,886.00 for arrears of rent up to May 31, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 1. \$1500.00 on or before July 1, 2026
 2. \$1500.00 on or before August 1, 2026
 3. \$1500.00 on or before September 1, 2026
 4. \$1500.00 on or before October 1, 2026
 5. \$1500.00 on or before November 1, 2026
 6. \$1500.00 on or before December 1, 2026
 7. \$1500.00 on or before January 1, 2027
 8. \$1500.00 on or before February 1, 2027
 9. \$1500.00 on or before March 1, 2027
 10. \$1500.00 on or before April 1, 2027
 11. \$1500.00 on or before May 1, 2027
 12. \$1200.00 on or before June 1, 2027
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing, or until the arrears are paid in full, whichever date is earliest.

4. 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 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.

June 16, 2026
Date Issued

Chris Dickson
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.