



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

File Number: LTB-L-028512-26

In the matter of: 312, 85 FIDDLERS GREEN RD
LONDON ON N6H4S9

Between: CAPREIT Limited Partnership Landlord

And

Jason Keating Tenant

CAPREIT Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Keating (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 16, 2026.

Only the Landlord's Legal Representative, Gabriela Quaresma, attended the hearing.

As of 10:58 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$1,223.95. It is due on the 1st day of each month.
4. The Tenant has paid \$3,000.00 to the Landlord since the application was filed.
5. The rent arrears owing to June 30, 2026, are \$1,654.68.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$1,840.68.
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 Landlord's Legal Representative submitted that the Tenant had made substantial payments toward the arrears before the hearing and had significantly reduced the outstanding balance. The Landlord's Legal Representative further submitted that the Landlord was prepared to provide the Tenant with an opportunity to preserve the tenancy by means of a payment plan. Specifically, the Landlord proposed that the Tenant pay \$300.00 per month toward the arrears on the 20th day of each month, commencing July 20, 2026, and continuing through December 20, 2026, in addition to paying the monthly rent as it falls due.
10. The Tenant did not attend the hearing and therefore provided no evidence or submissions regarding relief from eviction.
11. Based on the evidence and submissions before me, I find it appropriate to grant relief from eviction on the terms proposed by the Landlord. The Tenant has substantially reduced the arrears since the application was filed, and the remaining arrears can be repaid within a reasonable period of time under the proposed payment plan. The proposed terms provide the Tenant with a meaningful opportunity to preserve the tenancy while ensuring that the Landlord receives payment of the outstanding arrears within a defined timeframe.
12. In all of the circumstances, I am satisfied that granting relief from eviction on the terms proposed by the Landlord appropriately balances the interests of both parties.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,840.68 for arrears of rent up to June 30, 2026, and cost.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date payment is due	Payment amount
July 20, 2026	\$300.00 (arrears & cost)
August 20, 2026	\$300.00 (arrears)
September 20, 2026	\$300.00 (arrears)
October 20, 2026	\$300.00 (arrears)

November 20, 2026	\$300.00 (arrears)
December 20, 2026	\$340.68 (arrears)

3. 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 December 1, 2026, 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 after June 30, 2026.

June 22, 2026
Date Issued

Joy Xiao
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.