



Order under Section 69 Residential Tenancies Act, 2006

Citation: Pinedale Properties Ltd v Young, 2026 ONLTB 48621

Date: 2026-06-22

File Number: LTB-L-029102-26

In the matter of: 409, 11 BERGAMOT AVE
ETOBICOKE ON M9W1W3

Between: Pinedale Properties Ltd

Landlord

And

De-Andrea Young
Alford Young

Tenant

Pinedale Properties Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict De-Andrea Young and Alford Young (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 17, 2026.

The Landlord's Agent, William Breen, the Landlord's Legal Representative, Prarthana Bhat, the Tenant's support person/case worker, Zeinab Osman, and the Tenant, De-Andrea Young, 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 \$1,899.00. It is due on the 1st day of each month.
4. The Tenant has paid \$500.00 to the Landlord since the application was filed.
5. The rent arrears owing to June 30, 2026 are \$7,995.00. The Tenant agreed with the amount of arrears.

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 \$8,181.00.
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 she lost her job in November 2025 and was not eligible for Employment Insurance (EI) benefits. The Tenant testified that she secured new employment and began working on June 1, 2026. The Tenant testified that she takes home approximately \$2,600.00 a month from her employment and receives \$1,000.00 a month for Canada Child Benefit (CCB).
10. The Tenant testified that she will return to school in September 2026 with OSAP and grants covering her schooling costs and will continue her employment with no decrease in working hours.
11. The Tenant testified that her 5-year-old autistic son lives with her and that he has been approved to attend a special needs school in the vicinity of the rental unit.
12. Based on the Tenant's testimony, I am satisfied her household income will be sufficient to cover the monthly rent and expenses.
13. The Tenant testified that she is able to pay the Landlord \$2,100.00 by June 19, 2026. The Tenant initially proposed paying the Landlord \$200.00 on the 15th day of each month until the arrears are paid in full. However, after going through the Tenant's expenses, the Tenant informed the Board that she could pay the Landlord \$500.00 a month towards the arrears if the payment date is on the 20th day of the month.
14. The Landlord sought an eviction order submitting that the tenancy is not viable and that the Tenant's late or lack of payments has negatively impacted the Landlord who has to pay their bills and operating costs on time.
15. The Divisional Court has found that eviction should be ordered as a remedy of last resort, only ordered where it is not possible to bring a tenancy back into good standing. [*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.)]
16. In this case, I am of the view the Tenant should be given an opportunity to preserve the tenancy, provided the Tenant meets the conditions set out below. Given the circumstances, I find the prejudice to the Tenant in terminating the tenancy outweighs the prejudice to the Landlord in continuing the tenancy. In my view, the Tenant has made a good faith payment to the Landlord and has undertaken to pay the Landlord a considerable amount 2 days after the hearing

when she receives her pay cheque. Prejudice to the Landlord is alleviated through the Landlord's ability to apply to terminate the tenancy under section 78 of the Act if the order is breached.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,181.00 for arrears of rent up to June 30, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a. \$2,100.00 on or before June 25, 2026
 - b. \$500.00 on or before July 20, 2026
 - c. \$500.00 on or before August 20, 2026
 - d. \$500.00 on or before September 20, 2026
 - e. \$500.00 on or before October 20, 2026
 - f. \$500.00 on or before November 20, 2026
 - g. \$500.00 on or before December 20, 2026
 - h. \$500.00 on or before January 20, 2027
 - i. \$500.00 on or before February 20, 2027
 - j. \$500.00 on or before March 20, 2027
 - k. \$500.00 on or before April 20, 2027
 - l. \$500.00 on or before May 20, 2027
 - m. \$500.00 on or before June 20, 2027
 - n. \$81.00 on or before July 20, 2027
3. The Tenant shall also pay to the Landlord the rent in full for July 2026 on or before July 3, 2026.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period from August 1, 2026 to July 1, 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 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

Vicky Liu
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.