



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ecuhome Corporation v Benoit, 2026 ONLTB 42097

Date: 2026-06-03

File Number: LTB-L-022746-26

In the matter of: B02, 1387 QUEEN ST W
TORONTO ON M6K1M3

Between: Ecuhome Corporation Landlord

And

Marlon Benoit Tenant

Ecuhome Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Marlon Benoit (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 25, 2026.

Only the Landlord's Agent, Lystra Alexander, attended the hearing.

As of 2:31 p.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 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 \$1,487.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.89. This amount is calculated as follows: \$1,487.00 x 12, divided by 365 days.
5. The Tenant has paid \$900.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$6,823.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. 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
10. The Tenant has resided in the rental unit for the past 12 years and testified that he has recently started a full-time job as a cook, and can pay new rent going forward as it comes due. He seeks an opportunity to maintain the tenancy and repay the arrears owing through a payment plan.
11. The Tenant suggests paying new monthly rent as it comes due and payable on the 1st of each month as well as \$150.00 towards arrears. The Tenant provided testimony regarding his monthly income being \$3,000.00, and his expenses inclusive of rent being approximately \$2,100.00.
12. The Landlord is opposed to the Tenant's payment plan as it would take a significant period of time for the arrears to be paid off and that they had previously been before the Board with respect to the Tenant.
13. The Tenant has resided in the rental unit for a significant period of time. He provided financial information for the Board's consideration. Based on the Tenant's income and expenses, I am satisfied the Tenant has the ability to adhere to a repayment plan proposed. The Landlord was opposed to the payment plan due to its length, but did not provide any submissions regarding what if any prejudice this would cause to the Landlord. Therefore, the Tenant's request for a repayment is granted. This preserves the tenancy and minimizes prejudice to the Landlord as if the Tenant does not comply with the order, the Landlord may bring an application to terminate the tenancy without further notice to the Tenant.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,009.00 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:
 - a) \$150.00 on or before the 1st day of each month for a period of 46 months commencing on July 1, 2026 to May 1, 2030; and
 - b) On or before June 1, 2030, \$109.00 as a final payment.
3. If not already paid, the Tenant shall pay the rent for the month of June, 2026 by July 1, 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 July 1, 2026 to June 1, 2030 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 May 31, 2026.

June 24, 2026
Date Issued

Sean Ramage
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.