



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

File Number: LTB-L-036610-26

In the matter of: 2F, 1448 GERRARD ST E
TORONTO ON M4L1Z8

Between: C GTA Holdings Ltd. Landlord

And

Nathaniel Cole Tenant

C GTA Holdings Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Nathaniel Cole (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Legal Representative, Kira Passell, 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 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 \$1,850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.82. This amount is calculated as follows: \$1,850.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$5,550.00.
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 \$1,850.00 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 \$189.10 is owing to the Tenant for the period from March 1, 2022, to June 16, 2026.

Relief from Eviction:

10. 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 postpone the eviction until July 31, 2026, pursuant to subsection 83(1)(b) of the Act.
11. The Tenant did not dispute the rent arrears. The Tenant testified that he experienced financial difficulties after the landscaping business where he had been working experienced a downturn. The Tenant testified that he recently obtained new employment in June 2026 and currently earns approximately \$2,000.00 to \$2,500.00 per month. The Tenant lives alone and has resided in the rental unit for approximately five years.
12. The Tenant proposed to repay the arrears at a rate of \$200.00 per month in addition to paying the monthly rent as it falls due. The Tenant also testified that he applied to the Housing Stability Fund approximately one month before the hearing and is awaiting a response.
13. I am not satisfied that the Tenant's proposed repayment plan is reasonable. The arrears owing is \$5,550.00. At a repayment rate of \$200.00 per month, it would take more than 27 months to repay the arrears, assuming all payments are made as proposed, and the ongoing rent is paid in full. In my view, requiring the Landlord to wait more than two years for repayment of the arrears would result in undue prejudice to the Landlord. Accordingly, I decline to grant relief from eviction in the form of a repayment plan.
14. However, I find that a brief postponement of the eviction is appropriate. The Tenant recently secured new employment and testified that he has applied for assistance through the Housing Stability Fund. A short postponement will provide the Tenant with an opportunity to determine whether funding assistance is available and, if so, whether the arrears can be brought current and the eviction avoided.
15. I have considered the prejudice to the Landlord arising from a postponement. In the circumstances, I am satisfied that a brief extension of time appropriately balances the interests of the parties. Accordingly, I find it appropriate to postpone the eviction until July 31, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$5,736.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,586.00 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 31, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,820.02. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$60.82 per day for the use of the unit starting June 17, 2026, until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after August 1, 2026.

June 26, 2026
Date Issued

Joy Xiao
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on February 1, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$5,550.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,736.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$7,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,586.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$4,673.12
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,850.00
Less the amount of the interest on the last month's rent deposit	- \$189.10
Total amount owing to the Landlord	\$2,820.02
Plus daily compensation owing for each day of occupation starting June 17, 2026	\$60.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	