



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-032611-26

In the matter of: 1, 934 UPPER OTTAWA ST
HAMILTON ON L8T 3V7

Between: Jack Fritz Landlord

and

Piere Bordeaux Tenants
Nehal Baset

Jack Fritz (the 'Landlord') applied for an order to terminate the tenancy and evict Piere Bordeaux and Nehal Baset (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 18, 2026.

The Landlord and the Tenants attended the hearing.

Piere Bordeaux testified on behalf of the Tenants.

Determinations:

1. The Tenants' last names are missing from the N4 notice. The Tenants attended at the hearing and acknowledged receipt of the notice. In addition, the N4 notice shows the period of March 1, 2026 to March 1, 2026. The Tenants understood that their rent is \$2,700.00 per month and the amount reflected on the notice is for the full month of March 2026.
2. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$2,700.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
6. The Tenants have paid \$2,900.00 to the Landlord since the application was filed.

7. The Tenants state that an additional \$500.00 was transferred to the Landlord on April 16, 2026. They referred to a screenshot of their bank transaction which shows the \$500.00 transfer. The Landlord states that he did not receive an additional \$500.00 payment. He searched his bank account during the hearing and referred to a screenshot which shows all the payments received from the Tenants for the last 30 days. The Landlord confirmed that he has also checked his email and other bank accounts. I indicated to the Tenants that they can login into their bank account and cancel the transfer and redeliver the payment. While I accept that the Tenants email transferred to the Landlord \$500.00, I am not satisfied that the payment was actually deposited into the Landlord's bank account. The Tenants also did not have any documentary evidence that can confirm the payment was deposited. Therefore, I find that the arrears owing to June 30, 2026, are \$6,900.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. Accordingly, \$7,086.00 is owing.

Relief from Eviction

9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I 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 Landlord requested an eviction order for termination and eviction with 11 days for the Tenants to pay off all outstanding amounts and void the order.
11. The Tenants requested a payment plan and to preserve their tenancy. The Tenants testified regarding their income and expenses; they indicated that they are able to pay \$4,300.00 within two weeks of the hearing and thereafter \$200.00 a month towards the arrears in addition to their rent.
12. Although the Tenants did not file any documentary evidence regarding their monthly income and expenses, I found their testimony to be credible. I am satisfied that the Tenants are able to make payments towards the arrears while continuing to pay the ongoing rent. The payment plan also provides the Landlord with a clear schedule for repayment and an enforcement order in the event of a default. Therefore, based on the evidence before me I find it is reasonable to provide the Tenants with an opportunity to preserve their tenancy and pay the arrears in installments.

It is ordered that:

1. The Tenants shall pay to the Landlord \$7,086.00 for arrears of rent up to June 30, 2026, which includes the \$186.00 filing fee. The Tenants shall pay to the Landlord:
 - a) \$4,300.00, within two weeks of this order (July 6, 2026); and
 - b) \$2,786.00 in accordance with the following schedule:

<u>DATE OF PAYMENT</u>	<u>AMOUNT</u>
August 15, 2026	\$200.00

September 15, 2026	\$200.00
October 15, 2026	\$200.00
November 15, 2026	\$200.00
December 15, 2026	\$200.00
January 15, 2027	\$200.00
February 15, 2027	\$200.00
March 15, 2027	\$200.00
April 15, 2027	\$200.00
May 15, 2027	\$200.00
June 15, 2027	\$200.00
July 15, 2027	\$200.00
August 15, 2027	\$200.00
September 15, 2027	\$186.00

2. The Tenants 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 September 30, 2026 or until the arrears are paid in full, whichever date is earliest.
3. If the Tenants 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the Board within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after June 30, 2026.

June 22, 2026

Date Issued

Adeela Alvez

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.