



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

File Number: LTB-L-035102-26

In the matter of: 1st Floor, 126 EILEEN AVE
YORK ON M6N1W1

Between: Paul Caruana Landlord

And

Mark Lakatos Tenant

Paul Caruana (the 'Landlord') applied for an order to terminate the tenancy and evict Mark Lakatos (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 24, 2026.

The Landlord 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 \$15.33 is owing to the Tenant for the period from February 1, 2026 to June 24, 2026.
10. The Tenant requested that the Board impose a repayment plan that would allow them to preserve the tenancy by paying the new rent that comes due as well as \$956.00 towards the arrears until they are paid in full.
11. The Tenant, ML, provided testimony regarding their personal and financial difficulties including loss of employment and car issues which impacted the Tenant's ability to pay rent. The Tenant submits that he had already offered a repayment plan to the Landlord and the Landlord declined.
12. The Landlord opposed the repayment plan proposed by the Tenants on the basis that it is too lengthy and therefore prejudicial to the Landlord as the Landlord has to pay the mortgage/bills and without the rent payments it creates stress and a financial hardship.
13. 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. Bearing in mind that eviction is a remedy of last resort, and having considered all of the parties' disclosed circumstances I find that it would not be unfair to provide the Tenant with relief from eviction on terms that respect the Landlord's right to collect the rent, that would require the Tenant to reduce the Landlord's financial burden, that respects the Tenant's assertion that they can restore this tenancy to good standing and that would provide the Landlord with immediate recourse in the event of a breach. Although the repayment plan is expected to take approximately six months to fully address the arrears, all payments will be made subject to a Section 78 clause to mitigate any potential prejudice to the landlord.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,736.00, which represents the arrears of rent up to June 30, 2026 (\$5,550.00), and costs (\$186.00).
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$956.00 on or before the 20th day of each month from July up to and including December 20, 2026; and
3. Effective July 1, 2026 and continuing on or before the 1st day in each consecutive month that follows, the Tenant shall pay the Landlord the full amount of the lawful monthly rent until the debt is paid in full.
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 29, 2026
Date Issued

Teresa Hunt
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.

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 11, 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	\$5,159.68
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	- \$15.33
Total amount owing to the Landlord	\$3,480.35
Plus daily compensation owing for each day of occupation starting June 25, 2026	\$60.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	