



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

**Citation:** DANIELS GATEWAY RENTAL COMMUNITIES v PELLEGRINO, 2026 ONLTB 1737

**Date:** 2026-01-05

**File Number:** LTB-L-071271-25

**In the matter of:** 1806, 170 SUMACH ST  
TORONTO ON M5A0C3

**Between:** DANIELS GATEWAY RENTAL COMMUNITIES Landlord

**And**

PAUL PELLEGRINO Tenant

DANIELS GATEWAY RENTAL COMMUNITIES (the 'Landlord') applied for an order to terminate the tenancy and evict PAUL PELLEGRINO (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on December 1, 2025.

The Landlord's Legal Representative, Nicole Ruby, the Landlord's Agent, Genevieve Chessie and the Tenant attended the hearing.

The Tenant requested an adjournment of the hearing based on the fact that he is in the process of retaining counsel, he is suffering from ongoing mental health issues and those issues are significantly affecting his ability to deal with this case. The Tenant failed to provide any medical documentation to support his mental health condition and he stated that he would not be handing over medical records to strangers. Based on the fact that the Tenant failed to elaborate on his medical conditions and did not provide supporting documentation about his medical conditions, I denied the adjournment request.

### **Determinations:**

#### L1 Application – Non-Payment of Rent

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 \$2,007.21. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.99. This amount is calculated as follows:  $\$2,007.21 \times 12$ , divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$14,050.47.
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 \$2,007.21 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 \$369.82 is owing to the Tenant for the period from October 1, 2015 to December 1, 2025.
10. The Tenant testified that he has not been able to pay his rent on time and in full due to the significant problems that he has been experiencing with the maintenance at the rental complex. The Tenant stated that he has had to pay to stay elsewhere due to the cockroaches in his rental unit and a number of serious maintenance issues that prevent him from residing in the rental unit.
11. He further stated that the property manager has been sending emails to the wrong email address, as the Tenant no longer uses the email address that the property manager has been using. The Tenant stated that he advised the property manager approximately 6-8 months ago that the manager was using the wrong email address. The Tenant continues to be left out of communication with the property manager as the manager has not updated the Tenant's email address.
12. The Tenant also stated that his mental health issues continue to worsen due to the cockroach and other pest issues in his rental unit and the property manager has failed to address the issues.
13. The Tenant did not provide any medical documentation to support his mental health issues and he failed to provide invoices for accommodation elsewhere due to the pests that he described in the unit.

#### L2 Application – Persistent Late Payment of Rent

14. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. From January of 2023 to May of 2025, representing a 29-month-period, the Tenant paid his rent late 25 times out of the 29-month-period.

15. The Landlord filed this application on August 27, 2025 and the Tenant failed to pay any rent to the Landlord for the months of September, October, November and December of 2025 whereby these failed payments are considered further persistently late rent.
16. The Tenant relied on the same information as above as to why he was failing to pay his rent on time to the Landlord. The Tenant testified that his mental health conditions have worsened due to the pests in the rental unit and the Landlord has continued to ignore his maintenance requests.

#### Relief from Eviction

17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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*. I find that a pay-on-time order is appropriate in these circumstances for the L2 application. As termination is a remedy of last resort, I find that the Tenant should be given another opportunity with a pay-on-time order. The Tenant is encouraged to communicate with the Landlord regarding his mental health condition and the pest control issues.

#### **It is ordered that:**

#### L1 Application – Non-Payment of Rent

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:**
  - \$16,243.68 if the payment is made on or before January 16, 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 January 16, 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 January 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,918.22. 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 \$65.99 per day for the use of the unit starting December 2, 2025 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 January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 16, 2026, then starting January 17, 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 January 17, 2026.

**L2 Application – Persistent Late Payment of Rent**

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
12. The Tenant shall pay the Landlord monthly rent owing in full and on or before the first day of each month commencing January 1, 2026 and continuing thereafter until and including December 31, 2026.
13. If the Tenant fails to comply with the conditions set out in paragraph 12 of this order, the Landlord may apply under section 78 of the *Act*, for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the Board without notice to the Tenant.
14. If the Tenant fails to make the payment owing under paragraph 12, and by the date required, the balance owing under paragraph 12 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the *Act*.

**January 5, 2026**  
**Date Issued**

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Carrie Bertrand  
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 January 16, 2026**

|                                                                                        |                    |
|----------------------------------------------------------------------------------------|--------------------|
| Rent Owing To January 31, 2026                                                         | \$16,057.68        |
| Application Filing Fee                                                                 | \$186.00           |
| NSF Charges                                                                            | \$0.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$0.00           |
| <b>Less</b> the amount the Tenant paid into the LTB since the application was filed    | - \$0.00           |
| <b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}          | - \$0.00           |
| <b>Less</b> the amount of the credit that the Tenant is entitled to                    | - \$0.00           |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$16,243.68</b> |

**B. Amount the Tenant must pay if the tenancy is terminated**

|                                                                                        |                      |
|----------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                             | \$12,109.25          |
| Application Filing Fee                                                                 | \$186.00             |
| NSF Charges                                                                            | \$0.00               |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$0.00             |
| <b>Less</b> the amount the Tenant paid into the LTB since the application was filed    | - \$0.00             |
| <b>Less</b> the amount of the last month's rent deposit                                | - \$2,007.21         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                | - \$369.82           |
| <b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}          | - \$0.00             |
| <b>Less</b> the amount of the credit that the Tenant is entitled to                    | - \$0.00             |
| <b>Total amount owing to the Landlord</b>                                              | <b>\$9,918.22</b>    |
| Plus daily compensation owing for each day of occupation starting December 2, 2025     | \$65.99<br>(per day) |