



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

File Number: LTB-L-057630-25

In the matter of: 703, 22 BEECH ST
BRAMPTON ON L6V4J6

Between: Peel Housing Corp o/p As Peel Living Landlord

And

Tom Dinwoodie Tenant

Peel Housing Corp o/p As Peel Living (the 'Landlord') applied for an order to terminate the tenancy and evict Tom Dinwoodie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 24, 2025.

The Landlord's Legal Representative Cyria Aska, the Tenant's Legal Representative Alliannah Nguyen and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant's Legal Representative Ms. Nguyen requested an adjournment to allow for a further reconsideration of a subsidy loss decision.
2. She stated that the Tenant lost the RGI subsidy on or about January 6, 2025. A first reconsideration was filed February 5, 2025, and denied on August 12, 2025. A second reconsideration was filed on September 11, 2025, and denied on September 22, 2025.
3. The Tenant filed further reconsideration one day prior to the hearing date, but no response has been received. The rental unit has been at market rent of \$1,268 per month as of May 1, 2025.
4. The Landlord's Legal Representative Ms. Aska was prepared to proceed.
5. Upon reviewing the submissions made by both parties, I denied the adjournment request. I find that the request for reconsideration to be speculative, there is no guarantee that any future reconsideration will or will not succeed.

6. Furthermore, the request for an adjournment was submitted on the day of the hearing, months after the initial denial. Granting such a late request would be prejudicial to the Landlord, given the rent arrears involved.

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 \$1,268.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.69. This amount is calculated as follows: \$1,268.00 x 12, divided by 365 days.
5. The Tenant has paid \$460.00 to the Landlord since the application was filed.
6. The rent arrears owing to September 30, 2025 are \$5,880.00.
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 \$120.94 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 \$2.14 is owing to the Tenant for the period from January 1, 2025 to September 15, 2025.
10. The Tenant did not dispute the arrears, apart from asserting that subsidy reinstatement could reduced the outstanding balance.
11. I requested both parties make submissions regarding eviction. The Landlord requested that the Board consider an extension of 36 days from the day I issue the order.
12. The Tenant requested that the Board consider postponing eviction pursuant to section 83(1) of the Act. This tenancy has been in place for over 20 years and is subject to a rent subsidy. Currently, Ontario Works contributes \$794 per month toward the rent. The Tenant cannot afford market rent and has limited financial resources. In addition, the Tenant has experienced significant health challenges over the past three years and is currently undergoing treatment for cancer. These circumstances have severely impacted her ability to secure alternative housing. The Tenant requested an extension of five months to delay eviction, citing her health condition and lack of income.
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 postpone the eviction until January 31, 2026, pursuant to subsection 83(1)(b) of the Act.

This extension provides the Tenant with a reasonable period to continue medical treatment and explore alternative housing options without immediate displacement during a critical health period. It also balances the Landlord's interest in regaining possession with the Tenant's significant hardship if eviction were immediate. Given the Tenant's long-term tenancy, reliance on a subsidy, and current health crisis, a short postponement until January 31, 2026, is fair and proportionate under the circumstances.

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:**
 - \$11,138.00 if the payment is made on or before January 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 January 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 January 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,300.27. 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 \$41.69 per day for the use of the unit starting September 16, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2026, then starting February 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 February 1, 2026.

January 9, 2026
Date Issued

Anthony Bruno
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 August 1, 2026 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 January 31, 2026

Rent Owing To January 31, 2026	\$11,412.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$460.00
Total the Tenant must pay to continue the tenancy	\$11,138.00

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

Rent Owing To Hearing Date	\$5,697.35
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$460.00
Less the amount of the last month's rent deposit	- \$120.94
Less the amount of the interest on the last month's rent deposit	- \$2.14
Total amount owing to the Landlord	\$5,300.27
Plus daily compensation owing for each day of occupation starting September 16, 2025	\$41.69 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	