



Order under Section 69 Residential Tenancies Act, 2006

Citation: AGARWAL v ARTHUR Y PRINCE, 2026 ONLTB 460

Date: 2026-01-08

File Number: LTB-L-079478-25

In the matter of: Ground Level Room, 156 WINTERBERRY
BLVD
THOROLD ON L2V0C1

Between: PEEYUSH AGARWAL Landlord

And

GERALD ARTHUR Y PRINCE Tenant

PEEYUSH AGARWAL (the 'Landlord') applied for an order to terminate the tenancy and evict GERALD ARTHUR Y PRINCE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 2, 2025.

The Landlord and the Tenant attended the hearing. The Tenant consulted with tenant duty counsel before 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 \$750.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$24.66. This amount is calculated as follows: \$750.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.

Arrears of rent:

6. The Tenant disputed the amount of arrears outstanding. According to the Tenant, he did manual labour for the Landlord, and the Landlord did not compensate him for the work done. The Tenant believed the Landlord owed him about \$1,500.00. The Tenant, however, did not provide details as to how he arrived at this amount.
7. The Landlord did not dispute that the Tenant occasionally did some small jobs for him; however, the Landlord had always compensated the Tenant for any work the Tenant had done.
8. The tenancy commenced in February 2025. As noted above, the monthly rent was \$750.00. Until August 2025, \$698.00 of the \$750.00 was paid by directly to the Landlord by Ontario Works. As of September 2025, Ontario Works stopped paying the rent on behalf of the Tenant.
9. Section 2 of the Residential Tenancies Act, 2006 (the 'Act') defines rent as including the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to a landlord or the landlord's agent for the right to occupy a rental unit.
10. There was no evidence before me, that the parties had an agreement that the Tenant would do work for the Landlord for the right to occupy the rental unit. Rather, the Tenant occasionally asked the Landlord whether the Landlord would accept certain work to satisfy a debt the Tenant owed the Landlord for payment of rent. The Tenant uploaded onto the TOP portal over 100 screen shots of text conversations allegedly documenting the agreement the parties had. However, these screenshots in no way lead to a conclusion that there was such an agreement between the parties. Rather, they show the Tenant asked the Landlord for compensation for certain jobs, mostly cleaning, and the Landlord on occasion agreed. The Landlord submitted that the Tenant's demands were excessive, which is supported by the Tenant's own evidence. For example, one undated text message shows the Tenant objecting to the Landlord's offer of \$75.00 for cleaning of the house, where the Tenant alleged he had saved the Landlord \$1,000.00 for professional cleaning.
11. Accordingly, based on the evidence before me, I am not satisfied that the parties had an agreement that the Tenant would perform work for the right to occupy the rental unit, or that the Landlord failed to compensate the Tenant for work done. As such, I find the rent arrears owing to December 31, 2025, are \$3,750.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

Relief from eviction:

14. The Tenant submitted that he could pay the rent going forward, but was unable to pay off the arrears. The Tenant offered to pay off the arrears of rent in labour for the Landlord. The Landlord vehemently objected to the Tenant's proposal.

15. In the alternative, the Tenant requested that he be given to the end of the month to find alternate accommodation.
16. The Landlord requested a standard eleven-day voiding order.
17. I have considered all of the disclosed circumstances of the Tenant and the Landlord in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, the Tenant's inability to pay the arrears, the short duration of the tenancy, the date of the hearing and the date of the issuance of order, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$4,686.00 if the payment is made on or before January 19, 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 19, 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 19, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,235.32. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$24.66 per day for the use of the unit starting December 3, 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 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 19, 2026, then starting January 20, 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 20, 2026.

January 8, 2026
Date Issued

Jana Rozehnal
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 July 20, 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 19, 2026

Rent Owing To January 31, 2026	\$4,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,686.00

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

Rent Owing To Hearing Date	\$3,049.32
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$3,235.32
Plus daily compensation owing for each day of occupation starting December 3, 2025	\$24.66 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	