



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

File Number: LTB-L-095017-25

In the matter of: BASEMENT APARTMENT, 3522 ASHCROFT
CRES
Mississauga ON L5C2E7

Between: Patrick Hrusa Landlord

And

NYAPAL PETER DAK Tenant

Patrick Hrusa (the 'Landlord') applied for an order to terminate the tenancy and evict NYAPAL PETER DAK (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on December 22, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, I have granted termination of the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 27, 2025, the Landlord gave the Tenant an N8 notice of termination effective March 31, 2026. The notice of termination contains the following allegation: that the Tenant has paid the rent late 9 of the 9 months in the period January to September 2025.

4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent in January 2025 was paid on January 17th as a result of an order in LTB-L-074074-25. February rent was mostly paid on February 15th. March rent was mostly paid on March 3rd. April rent was not paid in April. A portion of May rent was paid on May 10th. No rent was received in June or July. June, July and August rent were paid in full on August 1st pursuant to an order in LTB-L-037188-25. September rent was partially paid on September 23rd.
5. Following delivery of the N8, the outstanding balance of September rent was paid. In October the Region of Peel paid a portion of the rent leaving \$830.00 in arrears. Again, in November the Region of Peel made two payments totalling \$1000.00 leaving arrears of \$1160.00. Another payment by the Region of Peel on December 17th left the arrears at \$1990.00 through December 31, 2025.
6. Based on the monthly rent, the daily compensation is \$43.73. This amount is calculated as follows: \$1,330.00 x 12, divided by 365 days.
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 \$1,150.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$187.86 is owing to the Tenant for the period from March 30, 2017 to December 22, 2025.
9. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant testified that she has been in and out of the hospital with pancreatitis and has missed work as a result. She stated that she is sometimes in hospital for a month and on other occasions for two weeks. She works as a mentor for children with behavioural issues and while this work is full-time, she does not have disability benefits.
12. The Landlord objected to a conditional order when I questioned him about this option. He testified that this pattern of behaviour has been ongoing for five years and that he can no longer bear the emotional and financial burden of chasing the Tenant for payment of rent. The fact that the rent arrears and late payment has been an ongoing issue is evidenced by the two LTB proceedings in 2025.
13. Based on the evidence from the parties, I do not believe that this tenancy is viable and find that this is not an appropriate case for a conditional order. The Tenant has had numerous opportunities to rectify her behaviour including assistance from her local municipality and she has not made the changes necessary to preserve this tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 31, 2026.
2. The Tenant has a continuing obligation to pay her rent.
3. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 April 1, 2026.
5. The Landlord owes to the Tenant \$1251.86 which is the rent deposit plus interest minus the filing fee. The Landlord is entitled to deduct \$43.73 per day from the amount owing starting April 1, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay the Landlord compensation of \$43.73 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.

January 15, 2026
Date Issued

Christina Budweth
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 of the Tenant expires on October 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.