



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087351-25

In the matter of: 1 (main floor), 55 Central Park Blvd South
Oshawa ON L1H5W5

Between: 1868972 Ontario Ltd Landlord

And

Christiaan Pater Tenant

1868972 Ontario Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Christiaan Pater (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 7, 2026.

The Landlord's agent, Andrea Burke 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 \$1,629.27. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.57. This amount is calculated as follows: \$1,629.27 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 January 14, 2026, are \$6,517.08. The Tenant confirmed the arrears claimed by the Landlord to be correct and did not dispute the amount of arrears claimed.
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 \$1,495.00 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 \$142.80 is owing to the Tenant for the period from August 13, 2020, to January 7, 2026.

Relief from Eviction

10. I have considered all of the disclosed circumstances 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 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 he has been off work and currently receives approximately half of his usual pay, working only sporadically a few days at a time. He further testified that he is presently without income, has ongoing mental health issues, and attended rehabilitation last year.
12. The Tenant stated that his monthly living expenses are approximately \$1,800.00. He testified that he expects to return to work next month and proposed to resume payment of the ongoing rent effective February 15, together with an additional \$500.00 toward the arrears. I have considered this evidence as hardship under subsection 83(2) of the Residential Tenancies Act, 2006. However, given the Tenant's current lack of income, the uncertainty surrounding his return to stable employment, and the absence of any concrete evidence demonstrating an ability to meet both the ongoing rent and arrears on a consistent basis, I am not satisfied that the proposed plan is realistic.
13. The arrears are significant, covering multiple full months of rent, and continue to accumulate. The Tenant has made no payments toward the outstanding balance and has not shown that the tenancy is financially viable.

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:**
 - \$6,703.08 if the payment is made on or before January 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$8,332.35 if the payment is made on or before January 23, 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 23, 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 23, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,721.69. 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 \$53.57 per day for the use of the unit starting January 8, 2026, 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 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 24, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 23, 2026, then starting January 24, 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 24, 2026.

January 12, 2026
Date Issued

Nathan Korenberg
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 24, 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 14, 2026

Rent Owing To January 14, 2026	\$6,517.08
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,703.08

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 23, 2026

Rent Owing To February 14, 2026	\$8,146.35
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,332.35

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

Rent Owing To Hearing Date	\$6,173.49
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,495.00
Less the amount of the interest on the last month's rent deposit	- \$142.80
Total amount owing to the Landlord	\$4,721.69
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$53.57 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	