



Order under Section 69 Residential Tenancies Act, 2006

Citation: Peberg Corp. v Cutler, 2026 ONLTB 3019

Date: 2026-01-09

File Number: LTB-L-084192-25

In the matter of: 1007-88 Bernard Ave.
Toronto, ON M5R1R7

Between: Peberg Corp. Landlord

And

Brandon Cutler Tenant

Peberg Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Brandon Cutler (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on December 18, 2025.

The Landlord's representative, Elaine Page, and the Tenant attended the hearing.

The Tenant declined to meet with Tenant Duty Counsel prior to the commencement of the hearing.

Preliminary Issue:

Amendment to the Application

1. The Landlord's representative advised that the rental property was sold, with the transaction completing on December 12, 2025. As a result, the Landlord is no longer Atlantis Realty Services Inc. and is now Peberg Corp. At the hearing, the Landlord's representative requested that the application be amended to reflect the correct Landlord name. The amendment was granted on consent at the hearing, as I determined this error did not result in any prejudice to the Tenant.

Determinations:

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,850.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$60.82. This amount is calculated as follows: $\$1,850.00 \times 12$, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The uncontested rent arrears owing to December 31, 2025, are \$9,600.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,872.93 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.
10. Interest on the rent deposit, in the amount of \$25.78 is owing to the Tenant for the period from June 1, 2025, to December 18, 2025.

Relief from Eviction

11. 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 not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of the Act.
12. Ms. Page submitted that rent arrears began accruing in July 2025. The previous Landlord made repeated requests for payment and attempted to establish a payment plan. While the Tenant responded to some of these communications, no payments were made, and no payment plan was proposed. As a result, the Landlord sought a standard 11-day eviction order.
13. Mr. Cutler testified that he wished to maintain the tenancy but was unable to propose a payment plan and acknowledged that he would be unable to pay the January 2026 rent. He testified that he lives alone, experiences anxiety and depression, and has been on medical leave since June 2, 2025, from his employment as an aesthetician. He stated that when working, he earns approximately \$3,000.00 per month and that he is currently receiving \$330.00

per month in Ontario Works benefits. He further testified that he applied for Employment Insurance benefits and expects to receive them in January 2026. The Landlord's representative noted that the Tenant applied for Employment Insurance only days before the hearing, on Friday, December 12, 2025. The Tenant confirmed this and explained that he had been awaiting sickness benefits from Sun Life and was unaware that he could apply for Employment Insurance while still employed.

14. Based on the income disclosed, the Tenant does not have sufficient income to pay ongoing rent and was unable to propose a viable payment plan. I asked whether there was anyone he could live with or borrow funds to address the arrears. Mr. Cutler responded that he might be able to ask his father.
15. As the Tenant was unable to demonstrate the financial capacity to sustain the tenancy, I found that the tenancy could not be preserved. I explained to the parties that the Tenant's current financial circumstances do not support the continuation of the tenancy and discussed a delayed termination date of January 31, 2026. While the Landlord's representative did not have instructions to consent to a delayed termination date, she did not oppose it in light of the Tenant's 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:**
 - \$11,636.00 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 \$7,132.05. 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 \$60.82 per day for the use of the unit starting December 19, 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

Ken Audziss
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	\$11,450.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,636.00

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

Rent Owing to Hearing Date	\$8,844.76
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,872.93
Less the amount of the interest on the last month's rent deposit	- \$25.78
Total amount owing to the Landlord	\$7,132.05
Plus, daily compensation owing for each day of occupation starting December 19, 2025	\$60.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	