



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

File Number: LTB-L-095932-25

In the matter of: 2614, 2700 AQUITAINE AVE
MISSISSAUGA ON L5N3J6

Between: 7838794 Canada Inc. c/o Minto Management Ltd. Landlord

And

Paul Kraayeveld Tenant

7838794 Canada Inc. c/o Minto Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Kraayeveld (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 January 7, 2026.

The Landlord's representatives, Martin Zarnett and Faith McGregor, 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, the Tenancy is terminated on March 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 7, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on November 12, 2025. The notice of termination contains the following allegations:
4. The Tenant failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent was paid late 12 times during the 12-month period from December 1, 2024, through to November 1, 2025.

5. Since the N8 notice was served, the Tenant has not paid November and December's rent. I therefore find the Tenant has paid rent late a further 2 times out of 2 months. This evidence was not challenged by the Tenant.
6. Based on the evidence before me, I find that the Tenant has been persistently late in paying their rent.
7. Based on the monthly rent, the daily compensation is \$87.19. This amount is calculated as follows: \$2,651.98 x 12, divided by 365 days.
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 \$2,464.24 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$62.60 is owing to the Tenant for the period from January 1, 2025 to January 7, 2026.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
11. The Tenant testified that he lives alone in the unit for the past 3 years. He relied on Ontario Works as his source of income. The Tenant requested that the eviction be delayed an additional three to four months. The Tenant testified to the impact an eviction would have on him and to the financial challenges looking for a new home would bring.
12. The Landlord's Legal Representative explained that a 30-day relief in the form of delayed eviction would be feasible for the Landlord, to provide sufficient time for the Tenant to prepare for the termination of the tenancy.
13. Considering all of the evidence and, notwithstanding the Landlord may face some financial prejudice, I find that, pursuant to subsection 83(1)(b) of the Act that it would not be unfair to the Landlord to delay the eviction until March 31, 2026, but would be unfair to postpone the eviction any further.
14. Given the Tenant's financial circumstances, I am satisfied that he may experience challenges securing housing that fits his needs, such that more time is required. By contrast, the Landlord, while I acknowledge may face further financial prejudice, the Landlord is holding the last month's rent deposit and after considering the totality of the circumstances I conclude that delaying eviction is fair and appropriate.
15. Accordingly, 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 March 31, 2026, pursuant to subsection 83(1) of the Act. However, it would be unfair to delay the eviction any further.

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. 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.
3. 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.
4. The Tenant shall also pay the Landlord compensation of \$87.19 per day for the use of the unit starting February 1, 2026, until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

January 19, 2026
Date Issued

Vinuri Sivalingam
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.