



Order under Section 69 Residential Tenancies Act, 2006

Citation: Pruefer Court Apartments v Cullen, 2026 ONLTB 6654

Date: 2026-01-26

File Number: LTB-L-092221-25

In the matter of: 708, 271 LAUZON RD
WINDSOR ON N8S 4L4

Between: Pruefer Court Apartments Landlord

and

David Cullen Tenant

Pruefer Court Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict David Cullen (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 15, 2026.

The Landlord's agent Ira Udaskin, the Tenant and the Tenant's legal representative Tori-Lee Jenkins attended the hearing.

Determinations:

1. The parties agreed the following facts but could not agree what if any relief from eviction is warranted:
 - (a) 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.
 - (b) As of the hearing date, the Tenant was still in possession of the rental unit.
 - (c) The lawful rent is \$1,098.08. It is due on the 1st day of each month.
 - (d) Based on the Monthly rent, the daily rent/compensation is \$36.10. This amount is calculated as follows: \$1,098.08 x 12, divided by 365 days.
 - (e) The Tenant has not made any payments since the application was filed.
 - (f) The rent arrears owing to January 31, 2026 are \$4,360.90.

- (g) The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
 - (h) The Landlord collected a rent deposit of \$950.00 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.
 - (i) Interest on the rent deposit, in the amount of \$98.50 is owing to the Tenant for the period from April 1, 2020 to January 15, 2026.
2. The Tenant testified that he had no problems during this five-year tenancy until he began a relationship. That relationship disrupted his life in two ways. First, he identified this person as a member of his household which caused his social assistance to be cut off leaving him with no income. Second, the person introduced him to a certain drug. As a recovering alcoholic he was already vulnerable and he became addicted. He has taken steps to overcome both challenges.
 3. The Tenant testified that the misunderstanding with his social assistance has been resolved and that regular payments will resume at the end of February 2026. He stated he had a letter to this effect but did not produce it. He did not state his expected income.
 4. The Tenant also testified that he has stopped using the drug. He reports that his recovery is progressing well with support from his father and the community. He participates in a Canadian Mental Health Association (CMHA) program and attends Narcotics Anonymous meetings regularly. He has the support of a sponsor. He has enrolled in a three-week rehabilitation program at the Westover Treatment Centre beginning in February to be followed with six months of meetings. After his rehab, the Tenant intends to start a part-time job through a CMHA program. He is also assisted by a faith-based organization.
 5. The Tenant did not testify that he requested accommodation or that the Landlord failed in its duty to accommodate his disability under the *Human Rights Code*.
 6. The Tenant testified that alternative housing is not available to him: current market prices are beyond his means and living with family or friends is not an option.
 7. The Landlord submitted that it has not received any rent since September 2025 and that carrying non-paying tenancies is not practical for its business.
 8. The Tenant submitted that eviction should be refused. In the alternative, he requested a conditional order. He testified he will be able to resume paying rent starting in March 2026 and proposes to repay the arrears at the rate of \$50.00 a month.
 9. The Tenant has presented a compelling narrative evoking sympathy and deserving of relief. Unfortunately it is lacking too many details to persuade me that this tenancy is sustainable because the Tenant has presented nothing by way of corroboration. I accept that the Tenant has an addiction, has insight into his condition, and is taking positive steps to overcome his challenges. Even so, I do not find that denying eviction—or approving a payment plan extending into 2033—would not be unfair in all the circumstances. Nor did he provide any documentation from the individuals or organizations supporting his recovery. No letters of support, proof of enrollment or proof of attendance at meetings or anything at all was presented to allow the Board to assess the Tenant's commitment to his

recovery or appreciate his future prospects. Without this information, I cannot share the Tenant's optimism that all will be well at the end of February.

10. I have reviewed and considered all disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act') and the values enshrined in the *Human Rights Code* and find that it would not be unfair to postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act in the hope that the additional time will allow the Tenant to access community resources to either clear the arrears or find other housing more suited to his 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:**
 - \$4,546.90 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$5,644.98 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$6,743.06 if the payment is made on or before March 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 March 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 March 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,941.82. 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 \$36.10 per day for the use of the unit starting January 16, 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 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.
8. 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.
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 April 1, 2026.

January 26, 2026
Date Issued

Nersi Makki
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 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.

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	\$4,360.90
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,546.90

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$5,458.98
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,644.98

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$6,557.06
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,743.06

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

Rent Owing To Hearing Date	\$3,804.32
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$950.00
Less the amount of the interest on the last month's rent deposit	- \$98.50
Total amount owing to the Landlord	\$2,941.82
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$36.10 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	