



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-085910-25

In the matter of: 101, 1225 YORK MILLS RD
Toronto ON M3A0A6

Between: One225 York Mills Apartments Limited Landlord

And

Tristan Mayer Periard Tenant

One225 York Mills Apartments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Tristan Mayer Periard (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 13, 2026.

The Landlord's legal representative, Martin Zarnett 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 \$2,784.18. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$91.53. This amount is calculated as follows: \$2,784.18 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 31, 2026, are \$13,920.90. 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 \$2,784.18 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 \$2.08 is owing to the Tenant for the period from January 1, 2026, to January 13, 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 lost his employment in September 2025 and has since obtained new employment that is scheduled to begin on January 22, 2026, with an anticipated gross income of \$3,200 per month. The Tenant also confirmed under cross-examination that he does not receive Employment Insurance benefits and lives alone. The Tenant stated that his monthly expenses consist of \$500 for food and \$100 for internet and cell phone services. The Tenant did not provide any documentary evidence to support this testimony. There was no letter of employment, no contract, no pay information, and no confirmation of a start date. The Tenant also confirmed under cross-examination that he does not receive Employment Insurance. While the Board accepts that a tenant may experience job loss, the absence of any corroborating documentation significantly limits the weight that can be placed on the Tenant's assertions regarding future income.
12. The Tenant stated that he was unable to propose any viable payment plan. He expressly stated that he could not commit to making any payments until after he starts the new job and could not specify any amounts or timelines. As a result, there is no concrete or enforceable proposal before the Board that would address the rent arrears or support the continuation of the tenancy.
13. While the Board is sympathetic to the Tenant's personal circumstances, section 83 relief must be grounded in evidence demonstrating a realistic ability to remedy the breach or maintain the tenancy going forward. In this case, the Tenant has provided no documentary evidence of income, no confirmed employment, and no payment plan. Granting relief would therefore be speculative and would result in ongoing prejudice to the Landlord. In the absence of evidence supporting the Tenant's ability to pay rent or arrears within a reasonable period, and having regard to the confirmed high amount of arrears and the Landlord's entitlement to timely rent, I find that the tenancy is no longer 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:**

- \$14,106.90 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$16,891.08 if the payment is made on or before February 3, 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 February 3, 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 February 3, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,726.35. 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 \$91.53 per day for the use of the unit starting January 14, 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 February 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 4, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 3, 2026, then starting February 4, 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 4, 2026.

January 23, 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 August 4, 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	\$13,920.90
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,106.90

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 3, 2026

Rent Owing To February 28, 2026	\$16,705.08
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,891.08

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

Rent Owing To Hearing Date	\$12,326.61
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,784.18
Less the amount of the interest on the last month's rent deposit	- \$2.08
Total amount owing to the Landlord	\$9,726.35
Plus daily compensation owing for each day of occupation starting January 14, 2026	\$91.53 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	