



Order under Section 69 Residential Tenancies Act, 2006

Citation: DRAKE PROPERTY MANAGEMENT v HUDSON, 2026 ONLTB 8562

Date: 2026-01-23

File Number: LTB-L-085110-25

In the matter of: 1505, 4 SILVER MAPLE CRT
BRAMPTON ON L6T4R2

Between: DRAKE PROPERTY MANAGEMENT Landlord

And

MAUREEN HUDSON Tenant

DRAKE PROPERTY MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict MAUREEN HUDSON (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 8, 2026.

The Landlord's legal representative, Emily Barbati, 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 \$2,363.65. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$77.71. This amount is calculated as follows: \$2,363.65 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 \$11,645.30.
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 \$2,329.25 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 \$29.75 is owing to the Tenant for the period from June 1, 2025 to January 8, 2026.
10. The Tenant disputed the amount of arrears and testified that, after periods of hospitalization and reduced income, she applied to the Landlord's rental assistance program. During the hearing I stood the matter down so that the Landlord's legal representative could obtain instructions and so that the Tenant could forward the relevant email correspondence.
11. The email chain filed at the hearing shows that the Tenant applied for rental assistance beginning in September 2025 and that, by email dated December 8, 2025, the Rental Support Program confirmed approval of a \$500 credit conditional on the Tenant resuming her monthly rent payments and catching up her arrears. The Landlord's legal representative confirmed that the Tenant did not comply with these conditions, no credit was applied to the Tenant's ledger, and no payments were made toward the arrears after the email was sent.
12. In light of this evidence, I find that the Tenant did not become entitled to the conditional \$500 credit and that there is no basis to reduce the arrears on account of that program. I am satisfied that the arrears figure in paragraph 6 accurately reflects the amount owing as of January 31, 2026.
13. The Tenant provided evidence about her income and expenses. She testified that her current monthly income is approximately \$4,500.00 and that her regular expenses total about \$1,235.00 per month, not including rent or arrears. She stated that she has been in and out of hospital and that her health sometimes prevents her from working but confirmed the current income figure.
14. The Tenant proposed a payment plan under which she would resume paying the monthly rent and would pay an additional \$150.00 per month toward the arrears starting February 1, 2026. Given that the arrears are already \$11,645.30, such a plan would take several years to retire the arrears, during which time further arrears could arise if the Tenant's income reduced. In light of the amount of the arrears, the length of time they have been outstanding, the Tenant's current income, and the Landlord's interest in being paid within a reasonable time, I find that the Tenant's proposed payment plan is not reasonable and should not be ordered.
15. The Tenant testified that she is seeking assistance from outside agencies to help with the arrears and requested additional time to move, stating that she would need about 60 days to save money and secure new accommodation.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including the Tenant's health issues, her efforts to obtain rent assistance, her current income, the amount and age of the arrears, and the Landlord's right to be paid. I find that it would not be unfair to refuse the Tenant's requested payment plan. However, I also find that it would not be unfair to postpone the

eviction to February 28, 2026 to give the Tenant a short period of additional time to arrange alternate housing and explore any remaining assistance, pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$11,831.30 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$14,194.95 if the payment is made on or before February 28, 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 28, 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 28, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,730.33. 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 \$77.71 per day for the use of the unit starting January 9, 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 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

January 23, 2026
Date Issued

Colin Elsby
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 September 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	\$11,645.30
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,831.30

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	\$14,008.95
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,194.95

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

Rent Owing To Hearing Date	\$9,903.33
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,329.25
Less the amount of the interest on the last month's rent deposit	- \$29.75
Total amount owing to the Landlord	\$7,730.33
Plus daily compensation owing for each day of occupation starting January 9, 2026	\$77.71 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	