



Order under Section 69 Residential Tenancies Act, 2006

Citation: RPMS Property Management Services Inc. V Debass, 2025 ONLTB 97907

Date: 2026-01-27

File Number: LTB-L-086530-25

In the matter of: 417, 77 HUNTLEY ST
TORONTO ON M4Y2P3

Between: RPMS Property Management Services Inc. Landlord

And

Emmanuel Debass Tenant

RPMS Property Management Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Emmanuel Debass (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 16, 2025.

Only the Landlord's Representative, Jason Paine, and the Tenant attended the hearing. The Tenant was also supported by Swayne Parker, a social worker for crisis outreach for seniors.

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 \$1,740.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$57.21. This amount is calculated as follows: \$1,740.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to December 31, 2025, are \$8,700.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.
9. 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 February 15, 2026, pursuant to subsection 83(1)(b) of the Act.
10. The Tenant's support person testified that the Tenant has been recently referred to their crisis outreach for seniors' team. They have done a cognitive assessment and have found that the Tenant is cognitively incapable of managing his life. Psych geriatric is going to be conducted. The Tenant is incapable of understanding these proceedings. The Tenant's support person learnt of today's hearing yesterday when the Tenant presented the paperwork to her. The Tenant's support person requested additional time for the Tenant to get extra support. The Tenant shall continue to pay rent and additional \$200.00 each month until Office of Public Guardian takes over or they find additional resources to pay the arrears. They can have a pre-authorised debit set up. The Tenant cannot be rendered homeless in the cold weather.
11. The Landlord opposes a payment plan or delay for 3-4 months. The tenancy is not viable for the Tenant with his \$1,900.00 a month income.
12. I do find the tenancy is not viable and the Tenant cannot afford to continue to live at the rental unit. At the same time considering the Tenant's physical and cognitive health issues, a delay is justifiable. I understand the prejudice to the Landlord for unpaid rent but the prejudice to the Tenant far outweighs the prejudice to a corporate Landlord. I am delaying the eviction to February 27, 2025, to give the Tenant a chance to find another suitable place and seek resources to pay off the arrears.

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:**
 - \$10,626.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$12,366.00 if the payment is made on or before February 27, 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 27, 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 27, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,061.36. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$57.21 per day for the use of the unit starting December 17, 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 February 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 28, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 27, 2026, then starting February 28, 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 28, 2026.

January 27, 2026
Date Issued

Sheena Brar
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 28, 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	\$10,440.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,626.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 27, 2026

Rent Owing To February 28, 2026	\$12,180.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,366.00

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

Rent Owing to Hearing Date	\$7,875.36
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,061.36
Plus, daily compensation owing for each day of occupation starting December 17, 2025	\$57.21 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	