



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

File Number: LTB-L-095867-25

In the matter of: 1107, 10 KENSINGTON ROAD
BRAMPTON ON L6T3V4

Between: BRAMPTON PARK ACQUISITION CORPORATION Landlord

And

ERAWATH PERSAUD Tenant

BRAMPTON PARK ACQUISITION CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict ERAWATH PERSAUD (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 28, 2026.

The Landlord's Legal Representative, S. Beard, 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 \$2,194.11. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.14. This amount is calculated as follows: \$2,194.11 x 12, divided by 365 days.
5. The Tenant has paid \$6,582.39 to the Landlord since the application was filed.
6. The Tenant did not dispute that the rent arrears owing to January 31, 2026 are \$2,140.54.

7. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
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 \$2,194.52 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.
10. Interest on the rent deposit, in the amount of \$3.54 is owing to the Tenant for the period from January 1, 2026 to January 28, 2026.

Relief From Eviction

11. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
12. The Tenant, who has resided in the rental unit since 2018, stated that last April, he had a serious fall at work and has been relying upon WSIB payments since that time. He stated at present the amount received covers his rent, groceries, and his significant car payment of \$988.62. However, he stated that his last car payment is due on May 15, 2026 and that as of June 2025, he can make large significant payments towards the rent arrears owing and have the arrears paid in full shortly thereafter. In the interim, he confirmed that he can pay the rent on time.
13. The Landlord's Legal Representative requested a standard eleven day eviction order. He submitted that the Tenant appears to prioritizing his creditors and it would be unfair for the Landlord to wait for any rent arrears payments until June 2026.
14. The Tenant further stated that at present the most he could pay is \$100.00 towards the rent arrears each month until June 2026 when he can pay more and confirmed that everything would be paid by August 1, 2026.
15. Given that this is a long term tenancy and that the Tenant has made substantial payments towards the rent arrears since this application was filed, I find that it would not be unfair to grant a repayment plan. The Act is predicated on a remedial nature, if the Tenant of 8 years can clear these arrears in the next 7 months while maintaining the accruing rent, this is not unreasonable.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,346.54 for arrears of rent up to January 31, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

- \$100.00 on or before the 1st day of each month for the period of February 1, 2026 to May 31, 2026;
 - \$400.00 on or before June 1, 2026;
 - \$1000.00 on or before July 1, 2026: and
 - \$546.54 on or before August 1, 2026.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing on the 1st day of each month for the period of February 1, 2026 to August 31, 2026 or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

February 5, 2026
Date Issued

Lisa Del Vecchio
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.