



Order under Section 69 Residential Tenancies Act, 2006

Citation: DREWLO HOLDINGS INC. v TREUSCH, 2026 ONLTB 14365

Date: 2026-02-17

File Number: LTB-L-105571-25

In the matter of: 705, 168 PLAINS RD W
BURLINGTON ON L7T4M3

Between: DREWLO HOLDINGS INC. Landlord

And

GARY TREUSCH Tenant

DREWLO HOLDINGS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict GARY TREUSCH (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (**L1 Application**).

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because (**L2 Application**):

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on February 9, 2026.

The Landlord's legal representative, A. Glen, and the Tenant attended the hearing.

Determinations:

L1 Application

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 \$1,928.37. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$63.40. This amount is calculated as follows: \$1,928.37 x 12, divided by 365 days.

5. The Tenant has paid \$3,696.76 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$2,417.40.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Tenant did not contest the arrears owing.

L2 Application

9. On December 4, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of February 28, 2026. The N8 notice alleges that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 12 times between January 2025 and December 2025.
10. The Landlord's agent stated that after the application was filed, the Tenant also failed to pay the rent in full or not at all for January and February 2026.
11. The Tenant did not dispute the Landlord's allegation and acknowledges having been persistently late in paying the lawful rent that became due and owing.
12. Based on the uncontested evidence before me, on a balance of probabilities, I am satisfied that the Tenant has persistently failed to pay the rent on the date it is due.

Relief from Eviction

13. The Tenant requests a conditional order. The Tenant submits that he can pay off the arrears in full no later than February 28, 2026. The Tenant further submits that he will start a part-time job in the next two weeks that will allow him to pay the lawful rent in full and on time commencing April 1, 2026. The Tenant submits that he can pay March 2026 rent by March 15, 2026. The Landlord was not opposed to the Tenant's proposal provided a section 78 clause was included in the order.
14. 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. The Tenant's proposed payment plan is reasonable, and the Landlord was not opposed to the Tenant's proposal. The Landlord's prejudiced is reduced by including a section 78 clause.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,603.40 for arrears of rent up to February 28, 2026. This amount includes the \$186.00 application filing fee.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in full, \$2,603.40*, on or before February 28, 2026.

3. The Tenant shall also pay to the Landlord March 2026 rent, on or before March 15, 2026.
4. The Tenant shall also pay to the Landlord new rent on time and in full on the first day of each month commencing April 1, 2026 to March 1, 2027.
5. 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 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 February 28, 2026.

February 17, 2026
Date Issued

Mayra Sawicki
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.