



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-051823-25

In the matter of: 310, 8885 RIVERSIDE DR E
WINDSOR ON N8S1G9

Between: TerraCorp. Management Inc. Landlord

And

Brady Brabant Former Tenant
Lenoard Brabant

TerraCorp. Management Inc. (the 'Landlord') applied for an order requiring Brady Brabant and Lenoard Brabant (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on February 17, 2026.

The Landlord agent, Angelica Wilkinson, and one of the Former Tenants, Brady Brabant attended the hearing. The other Former Tenant, and father of Brady, Leonard Brabant was working and did not attend the hearing. Brady stated he had authorization to speak on Leonard's behalf.

I was satisfied based on Brady's submissions that Leonard was aware of the hearing and Brady had authorization as Leonard's son to represent him at the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.

4. These documents were served on January 15, 2026 by email. Given the attendance of Brady and his submissions I was satisfied that the Former Tenant's had received proper notice for the hearing in accordance with the Board Rules.
5. The Former Tenant vacated the rental unit on April 30, 2025.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

The parties agree that:

Rent and daily compensation owing

8. The lawful rent was \$1,656.63. It was due on the 1st day of each month.
9. The Landlord and the Former Tenants had been engaged in a payment arrangement leading up to the hearing and the Former Tenants have made payments on the Landlord's application.
10. The total amount owing the Landlord for arrears for the period of February 1, 2025 to April 30, 2025 up to the day of the hearing is \$2,969.89.
11. The Landlord agrees to waive the cost of filing of the application (\$186.00) and the NSF charges (\$25.00).
12. The parties agree the Landlord collected a rent deposit of \$1,656.63 from the Former Tenant and this deposit is still being held by the Landlord.
13. Interest on the rent deposit was paid up to December 31, 2024, therefore interest in the amount of \$13.62 is owing to the Former Tenant for the period from January 1, 2025 to April 30, 2025.
14. The last months rent deposit plus the interest in the total amount of \$1,670.25 is applied to the amount the Tenant is required to pay.
15. The total amount the Former Tenant owes the Landlord is \$1,229.64 (arrears \$2,969.89 minus last month's rent deposit and interest \$1,670.25 = **\$1,299.64**)

On consent it is ordered that:

1. The Tenant shall pay to the Landlord **\$1,299.64** for arrears of rent up to April 30, 2025.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$600.00 on or before February 20, 2026;
 - b) \$300.00 on or before February 27, 2026; and

c) \$399.64 on or before March 6, 2026.

3. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Tenant will start to owe interest. This will be simple interest calculated from the day after the breach at 4.00% annually on the balance outstanding.

February 24, 2026

Date Issued

Greg Brocanier

Member, Landlord and Tenant Board

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