



Order under Section 69 Residential Tenancies Act, 2006

Citation: DIXON v BRUNCK, 2026 ONLTB 18039

Date: 2026-03-02

File Number: LTB-L-103411-25

In the matter of: END UNIT, 5076 YONGE ST
GILFORD ON L0L1R0

Between: GABRIELLA DIXON Landlord

And

JAN BRUNCK Tenant

GABRIELLA DIXON (the 'Landlord') applied for an order to terminate the tenancy and evict JAN BRUNCK (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 24, 2026. The Landlord, supported by Robert Dixon and Renata Reiniger, attended the hearing. The Tenant, supported by Jasmine Asaph, 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 \$1,100.00. It is due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The rent arrears owing to February 28, 2026, are \$6,600.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$6,786.00.

9. 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.
10. The Tenant is an older gentleman of modest means. He told the Board that he had attempted to pay his rent for the month of September 2025, but that the Landlord refused the money telling him she just wanted him to leave. He also sent a friend to drop off rent money, but that money too was refused. Regardless, he wishes to preserve his tenancy, and does not dispute that the rent has not been paid for six months.
11. The Tenant proposes a repayment plan. He states he can pay \$2,000.00 in March and then wishes to repay \$200.00 each month for the remainder of the arrears. He believes he can pay the arrears in full earlier but has not been given rent receipts for the entire duration of his tenancy and this has affected his income tax returns.
12. The Landlord seeks a termination of the tenancy, in-part, because the Tenant is accused of having assaulted a member of her family the Board understands in August 2025. However, the Landlord has not yet filed an application pertaining to this behaviour. There was no indication that this behaviour has been repeated. In these circumstances, I do not find this is a reason to grant an eviction. While an assault is serious, this has not reoccurred, and the Landlord had not filed an application with the Board. Thus, I give this evidence little weight.
13. Given the circumstances, I am not persuaded to terminate the tenancy. If the Landlord refuses the rent, then in my view, they are an author of their own demise. The Landlord refused the rent and then gave the Tenant an N4 notice of termination for the period that they refused the rent. Further, the Landlord in failing to provide rent receipts has hampered the Tenant's ability to ensure his rent is paid. In my view, the course of conduct amounts to harassment of the Tenant pursuant to s.23 of the Act.
14. As such, I find a conditional order is appropriate with the Tenant's proposed repayment plan. I find it is appropriate to include the Tenant's request for the provision of rent receipts as such does not prejudice the Landlord and is consistent with a fair and expeditious proceeding.

It is ordered that:

1. On consent, the Tenant shall pay to the Landlord the lawful rent for the month of March 2026 on or before March 20, 2026, by e-transfer.
2. On consent, the Tenant shall pay all future rent payments via e-transfer to the e-mail address given during the hearing.
3. The Tenant shall pay to the Landlord \$6,786.00 for arrears of rent to February 28, 2026, and costs.
4. The Tenant shall pay to the Landlord the amount set out in paragraph 3 in accordance with the following schedule:

Date payment is to be made on or before	Amount to be paid towards arrears	Outstanding Balance
balance owing		\$ 6,786.00
March 20, 2026	\$ 2,000.00	\$ 4,786.00
April 1, 2026	\$ 200.00	\$ 4,586.00
May 1, 2026	\$ 200.00	\$ 4,386.00
June 1, 2026	\$ 200.00	\$ 4,186.00
July 1, 2026	\$ 200.00	\$ 3,986.00
August 1, 2026	\$ 200.00	\$ 3,786.00
September 1, 2026	\$ 200.00	\$ 3,586.00
October 1, 2026	\$ 200.00	\$ 3,386.00
November 1, 2026	\$ 200.00	\$ 3,186.00
December 1, 2026	\$ 200.00	\$ 2,986.00
January 1, 2027	\$ 200.00	\$ 2,786.00
February 1, 2027	\$ 200.00	\$ 2,586.00
March 1, 2027	\$ 200.00	\$ 2,386.00
April 1, 2027	\$ 200.00	\$ 2,186.00
May 1, 2027	\$ 200.00	\$ 1,986.00
June 1, 2027	\$ 200.00	\$ 1,786.00
July 1, 2027	\$ 200.00	\$ 1,586.00
August 1, 2027	\$ 200.00	\$ 1,386.00
September 1, 2027	\$ 200.00	\$ 1,186.00
October 1, 2027	\$ 200.00	\$ 986.00
November 1, 2027	\$ 200.00	\$ 786.00
December 1, 2027	\$ 200.00	\$ 586.00
January 1, 2028	\$ 200.00	\$ 386.00
February 1, 2028	\$ 200.00	\$ 186.00
March 1, 2028	\$ 186.00	\$ -

5. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period April 1, 2026, to March 1, 2028, or until the arrears are paid in full, whichever date is earliest.
6. 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.
7. On or before March 9, 2026, the Landlord shall also provide annual rent receipts as required under s.109 of the Act, to the Tenant for every year the Tenant has occupied the

rental unit. If the Landlord does not comply by March 9, 2026, the Tenant may file an application with the Board raising this as an issue.

March 2, 2026
Date Issued

Jane Dean
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.