



Order under Section 69 Residential Tenancies Act, 2006

Citation: JPI Holdings LTD v Bourgeois, 2026 ONLTB 14201

Date: 2026-03-06

File Number: LTB-L-100230-25

In the matter of: Lower, 181 Woodhaven Rd
Kitchener ON N2C1V2

Between: JPI Holdings LTD Landlord

And

Bradley Joseph Bourgeois Tenant

JPI Holdings LTD (the 'Landlord') applied for an order to terminate the tenancy and evict Bradley Joseph Bourgeois (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Agent, John Paul Ingarra, 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 \$1,629.27. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.57. This amount is calculated as follows: $\$1,629.27 \times 12$, divided by 365 days.
5. The Tenant has paid \$1,900.00 to the Landlord since the application was filed.
6. It was undisputed that the rent arrears owing to February 28, 2026, are \$4,775.62.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,495.00 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.
9. Interest on the rent deposit, in the amount of \$168.12 is owing to the Tenant for the period from December 12, 2019, to February 9, 2026.

Relief from eviction

10. The Tenant testified that he got sick and got behind on rent. The Tenant testified that he is now on sick benefits and has been able to rent out the second bedroom of the rental unit. The Tenant testified that he is hoping to return to work by late spring. The Tenant testified that he could pay ongoing rent and \$200.00 per month toward arrears. However, the Tenant was unsure what his Employment Insurance ("EI") sick benefit pay was going to be as he had not received it yet, however between the EI sick pay and the \$800.00 per month from his new roommate he was confident he would have sufficient income to cover his rent and expenses.
11. The Landlord's Agent was not open to a payment plan and was seeking a standard voidable eviction order.
12. However, the Act, like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
13. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
14. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
15. Here, the Tenant provided evidence of his willingness and ability to pay both the ongoing rent and the arrears. I therefore find that it is not unfair to issue a conditional order that reflects the payment plan the Tenant proposed at the hearing.
16. As such, 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.
17. Given the date this order is being issued, the Tenant shall have until March 17, 2026, to pay his rent for March 2026, if he has not already done so. After that, and for the duration of the payment plan, he will be required to pay the rent in full and on time.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,961.62 for arrears of rent up to February 28, 2026, inclusive of costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
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March 15, 2026	\$200.00
April 15, 2026	\$200.00
May 15, 2026	\$200.00
June 15, 2026	\$200.00
July 15, 2026	\$200.00
August 15, 2026	\$200.00
September 15, 2026	\$200.00
October 15, 2026	\$200.00
November 15, 2026	\$200.00
December 15, 2026	\$200.00
January 15, 2027	\$200.00
February 15, 2027	\$200.00
March 15, 2027	\$200.00
April 15, 2027	\$200.00
May 15, 2027	\$200.00
June 15, 2027	\$200.00
July 15, 2027	\$200.00
August 15, 2027	\$200.00
September 15, 2027	\$200.00
October 15, 2027	\$200.00
November 15, 2027	\$200.00
December 15, 2027	\$200.00
January 15, 2027	\$200.00
February 15, 2027	\$200.00
March 15, 2027	\$161.62

3. The Tenant shall pay to the Landlord the rent for March 20026 on or before March 17, 2026.
4. 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 2026 to March 2027, or until the arrears are paid in full, whichever date is earliest.
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.

March 6, 2026
Date Issued

 Nicole Pedron
 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.