



Order under Section 69 Residential Tenancies Act, 2006

Citation: Grewal v Campbell-Reid, 2026 ONLTB 14227

Date: 2026-03-04

File Number: LTB-L-101286-25

In the matter of: 5 AFFUSION RD
BRAMPTON ON L7A0H1

Between: Paramjot Singh Grewal Landlord

And

Lois Mercella Campbell-Reid Tenant

Paramjot Singh Grewal (the 'Landlord') applied for an order to terminate the tenancy and evict Lois Mercella Campbell-Reid (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 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 \$1,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: \$1,700.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,300.00 to the Landlord since the application was filed.
6. The Landlord claimed that the total amount owing to the end of February 2026 was \$3,500.00. The Landlord's update sheet appeared to include amounts that were also included in the application, but the Landlord was clear that the current outstanding rent arrears as of the date of the hearing was \$3,500.00.
7. The Tenant testified that she owed the Landlord an amount for rent and was not disputing the amount that was owing.
8. As such, I find that the rent arrears owing to February 28, 2026, are \$3,500.00.

9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,700.00 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.
11. Interest on the rent deposit, in the amount of \$49.44 is owing to the Tenant for the period from December 1, 2024, to February 9, 2026.

Relief from eviction

12. The Tenant testified that she could pay ongoing rent as of March 1, 2026. The Tenant testified that she has ongoing child support in the amount of \$1,375.00 and received \$500.00 subsidy from community agencies. The Tenant also testified that she works part time and receives steady income from that. The Tenant also testified that she currently has a matter pending at the Human Rights Tribunal of Ontario and expects that when that settles, she should be receiving some money from there that would assist in paying off the arrears. The Tenant proposed paying \$368.60 on the 25th of each month for a period of 10 months to repay the arrears.
13. The Landlord was not agreeable to the payment plan as he indicated that he has experienced financial hardship due to the arrears and could not continue to bear the financial burden of the Tenant's failure to pay. The Landlord expressed concern over the Tenant's ability to pay the rent and any payment plan.
14. 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."
15. 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.
16. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
17. Here, the Tenant provided evidence of her 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.
18. 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.

19. Given the date this order is being issued, the Tenant shall have until March 15, 2026, to pay her rent for March 2025, if she has not already done so. After that, and for the duration of the payment plan, she will be required to pay the rent in full and on time.

It is ordered that:

1. The Tenant shall pay to the Landlord \$3,686.00 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
March 25, 2026	\$368.60
April 25, 2026	\$368.60
May 25, 2026	\$368.60
June 25, 2026	\$368.60
July 25, 2026	\$368.60
August 25, 2026	\$368.60
September 25, 2026	\$368.60
October 25, 2026	\$368.60
November 25, 2026	\$368.60
December 25, 2026	\$368.60

3. The Tenant shall pay to the Landlord the rent for March 2026 on or before March 15, 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 1, 2026, to December 1, 2026, 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 4, 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.