



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-082938-25

In the matter of: 106, 2077 PROSPECT ST
BURLINGTON ON L7R1Z4

Between: BENSTAR (NO.3) LP Landlord

And

Prudencio William Tenant

BENSTAR (NO.3) LP (the 'Landlord') applied for an order to terminate the tenancy and evict Prudencio William (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on March 5, 2026.

The Landlord's Legal Representative, S. Beard, 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 \$1,836.19. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.37. This amount is calculated as follows: \$1,836.19 x 12, divided by 365 days.
5. The Tenant has paid \$4,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$10,500.77.
7. The Tenant does not agree with the arrears claimed as he has made a payment of \$4,500.00 recently. The Landlord claims that the payment has not cleared with the bank so they cannot confirm. Besides that, the Tenant did not contest the arrears.

8. The Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenant which were returned NSF.
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 \$1,685.27 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 \$6.21 is owing to the Tenant for the period from January 1, 2026 to March 5, 2026.
12. 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 postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act.
13. The Tenant testified that he has a wife and a 10-year-old. The Tenant, who is self-employed stated work is slow, and his wife does not work so they rely on his one income only. The Tenant requests that the Board grant him a payment plan.
14. The Landlord opposes the payment plan as the parties have been before the Board multiple times, and this matter was adjourned in December 2025 but the Tenant failed to pay rent in January and February 2026 as well. There is no proof that the Tenant would be able to sustain a payment plan.
15. The Tenant has lived at the rental unit since 2015. I am not satisfied that the Tenant is able to sustain a payment plan. The rent arrears are substantial, and the Tenant has made no rent payments since the last hearing date. I am only willing to grant the Tenant a delay to March 31, 2026, to pay off the arrears and preserve their tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,726.77 if the payment is made on or before March 23, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 23, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 23, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,500.95. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$60.37 per day for the use of the unit starting March 6, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 24, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 23, 2026, then starting March 24, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 24, 2026.

March 12, 2026
Date Issued

Sheena Brar
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 24, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 23, 2026

Rent Owing To March 31, 2026	\$14,500.77
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,000.00
Total the Tenant must pay to continue the tenancy	\$10,726.77

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$12,966.43
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,000.00
Less the amount of the last month's rent deposit	- \$1,685.27
Less the amount of the interest on the last month's rent deposit	- \$6.21
Total amount owing to the Landlord	\$7,500.95
Plus daily compensation owing for each day of occupation starting March 6, 2026	\$60.37 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	