



Order under Section 69 Residential Tenancies Act, 2006

Citation: PEEL HOUSING CORP O/A PEEL LIVING v FACEY, 2026 ONLTB 21673

Date: 2026-03-12

File Number: LTB-L-107778-25

In the matter of: 504, 4 KNIGHTSBRIDGE RD
BRAMPTON ON L6T5L5

Between: PEEL HOUSING CORP O/A PEEL LIVING Landlord

And

SHAVEL FACEY Tenant

PEEL HOUSING CORP O/A PEEL LIVING (the 'Landlord') applied for an order to terminate the tenancy and evict SHAVEL FACEY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 9, 2026. The Landlord's Representative, Kenisha Wilks, 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 \$242.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$7.96. This amount is calculated as follows: \$242.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$1,936.00.
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 \$242.00 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 \$1.36 is owing to the Tenant for the period from December 2, 2025, to March 9, 2026.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant states that she left the rental unit in July 2025, although she could not point to a specific date. She indicates that she notified her Landlord that she terminated her tenancy and mailed the Landlord an N9 notice of termination.
12. The Landlord submits that they did not receive an N9. They had conversed with the Tenant after the Tenant alleges that she left the rental unit and advised her of this. The Tenant indicated she would send another copy of the N9. However, the second N9 was not received by the Landlord either. The Landlord also advised that they have inspected the rental unit and the Tenant's personal belongings are in the rental unit.
13. The Tenant states she did not return her keys, because they were stolen at about the same time she states she moved out. She says she has not been to the rental unit in many months. She also denies that her belongings are in the rental unit, and says she did not leave another occupant in the rental unit.
14. The standard of proof in proceedings before this Board is "proof on a balance of probabilities." By that standard, the party bearing the burden of proof must show with evidence that, "more likely than not", their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
15. I do not find the Tenant discharged her onus of proof on a balance of probabilities to support that she moved out of the tenancy in July 2025. I say this because the Tenant did not provide a copy of either N9 she indicates was given to her Landlord. Further, she did not provide a copy of any kind of report, for example an e-mail to her Landlord or a police report, which could corroborate that her keys were stolen.
16. Lastly, the Tenant's evidence is directly contradicted by the Landlord who advises that personal belongings remain in the rental unit. It does not accord that the Landlord would falsify this information. As a public housing provider, it would be in the Landlord's best interest to free up any possible rental units for others in need. Thus, if they believed the Tenant had vacated, they would have taken steps to secure the rental unit. However, the Landlord gave evidence that they are unable to take these steps because the Tenant's belongings are inside.
17. As the Tenant states she no longer lives in the rental unit, I am not persuaded that there is any reason to delay or deny the eviction. If what the Tenant states is true, that she is no longer in possession of the rental unit, then there should be no need to extend or deny a termination of the tenancy.

Tenant's Conduct

18. At the conclusion of the hearing, the Tenant became belligerent including using racially charged and inappropriate language directed at me. The Tenant was muted because of the inappropriate comments.
19. The Board's Interpretation Guideline #3, the Board has discretion to require a party to pay costs including Board costs if the party engages in conduct that is unreasonable which includes: "Acting contemptuously toward the Member or showing a lack of respect for the process or the Board."
20. I did not seek submissions on Board costs at that time, and I will not make an order for costs against the Tenant. However, should the Tenant appear before the Board in the future and behaves in the same manner, costs may be assessed against her by the presiding Member.
21. This order contains all of the reasons within it. No further reasons shall issue.

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:**
 - \$2,122.00 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 \$1,708.28. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$7.96 per day for the use of the unit starting March 10, 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

Jane Dean
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	\$1,936.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$2,122.00

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

Rent Owing To Hearing Date	\$1,765.64
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$242.00
Less the amount of the interest on the last month's rent deposit	- \$1.36
Total amount owing to the Landlord	\$1,708.28
Plus daily compensation owing for each day of occupation starting March 10, 2026	\$7.96 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	