



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

File Number: LTB-L-089505-25

In the matter of: 903, 220 STEELES AVE W
BRAMPTON ON L6Y2K4

Between: Kaneff Properties Limited Landlord

And

Joaquim (Jacques) Penedo Tenant

Kaneff Properties Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Joaquim (Jacques) Penedo (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 Legal Representative, Frannie Simms, and the Tenant attended the hearing.

Determinations:

Preliminary Issue:

What is the Lawful Rent and What are the Arrears Owing?

1. The Tenant disputes the amount of arrears owing. The Landlord indicates the rent arrears owing up to March 31, 2026, are \$1,458.15 plus the application fee. The Tenant disagrees. The Tenant says he owes nothing in rent arrears, and that it is the Landlord who owes the Tenant for overpayment of rent.
2. The Tenant also disputes what the lawful rent is. The Tenant did not specifically state what he thought the lawful rent should be. The Landlord's Legal Representative indicates the Tenant has not paid any lawful rent increases since June of 2021. The Tenant has been paying \$1,361.42 per month since approximately June of 2021. The Landlord states the lawful rent is \$1,389.17 per month.
3. I note that this matter was previously adjourned on December 16, 2025, to afford the Tenant and the Tenant's Legal Representative more time to go through the evidence provided by the Landlord. At present, the Tenant no longer has a Legal Representative.

4. The Landlord submitted into evidence LTB-L-079583-22 which is an Order from the Board issued in July 2024, awarding the Landlord a 3.45% above guideline rent increase, retroactive to June 2021. The Order shows that the Tenant was in attendance at that hearing. The Tenant did not pay the lawful above guideline increase that was awarded by the Landlord, nor has the Tenant paid any of the lawful rent increases for 2022, 2023, and 2024 that were given to the Tenant. Copies of the N1 notices for those years were provided to the Board.
5. The Tenant did not provide any evidence to the Board as to why he believes the rent increases are unlawful and why he does not owe any rent arrears. The Tenant was unable to indicate what amount he thought his rent should be. Overall, I find that the Tenant has not established he does not owe the arrears in question and was unable to indicate what he thought the lawful rent should be. Therefore, I find that the lawful rent is \$1,389.17 and the rent arrears owing to March 31, 2026, are \$1,458.15.
6. During the submissions on what the lawful rent is, I note that the Tenant's behaviour in the hearing room concerning. The Tenant interrupted the proceedings on several occasions even after being warned not to do so. The Tenant was placed on mute on a few occasions. The Tenant was yelling in the hearing room and continued to do so even after cautioned not to. I stood the matter down so that the parties could take a break, and at that point the Tenant hung up and did not return to the hearing room.

L1 Application and N4 Notice

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$1,389.17. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$45.67. This amount is calculated as follows: $\$1,389.17 \times 12$, divided by 365 days.
11. The Tenant has paid \$6,807.10 to the Landlord since the application was filed.
12. The rent arrears owing to March 31, 2026 are \$1,458.15.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,313.54 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.
15. Interest on the rent deposit, in the amount of \$21.31 is owing to the Tenant for the period from June 1, 2025 to March 9, 2026.

Relief from Eviction

16. The Landlord is requesting an 11-day standard termination order. The Landlord's Legal Representative submits that the Landlord has spent a considerable amount of money on legal fees in trying to discuss the above guideline rent increase to the Tenant and the N1 notices, as well as trying to work out a repayment plan but that it has been difficult to do so as the Tenant has been uncooperative. The Landlord does not want to enter into a repayment plan with the Tenant because attempts have been made in the past and there has never been a resolution.
17. At this point of the hearing, the Tenant had left. I was unable to discuss with the Tenant any personal circumstances as to why I should delay or deny the eviction. I was also unable to discuss a possible repayment plan with the Tenant to see what he could afford per month to put towards the rent arrears. The Landlord indicates that the Tenant is 87 years old, lives alone, and has lived in the rental unit since 2009.
18. Despite the uncontested evidence before me regarding relief from eviction, I am not prepared to order an 11-day eviction order. Because the Tenant is elderly and has lived there since 2009, I am prepared to delay the eviction to May 15, 2026, to afford the Tenant more time to pay off the rent arrears so that his tenancy can be preserved.
19. 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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$1,644.15 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$3,033.32 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$4,422.49 if the payment is made on or before May 31, 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 May 31, 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 May 31, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$668.84. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$45.67 per day for compensation for the use of the unit starting March 10, 2026 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 June 1, 2026.

March 11, 2026
Date Issued

Paula West Oreskovich
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 December 1, 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 31, 2026

Rent Owing To March 31, 2026	\$8,265.25
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,807.10
Total the Tenant must pay to continue the tenancy	\$1,644.15

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$9,654.42
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,807.10
Total the Tenant must pay to continue the tenancy	\$3,033.32

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$11,043.59
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,807.10
Total the Tenant must pay to continue the tenancy	\$4,422.49

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

Rent Owing To Hearing Date	\$7,287.11
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,807.10
Less the amount of the last month's rent deposit	- \$1,313.54
Less the amount of the interest on the last month's rent deposit	- \$21.31
Total amount owing to the Landlord	\$(668.84)
Plus daily compensation owing for each day of occupation starting March 10, 2026	\$45.67 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	