



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-003036-26

In the matter of: 201 THOMS CRESCENT
NEWMARKET ON L3Y1C9

Between: WENDY BRNJAS Landlord

And

PAUL MURRAY Tenant

WENDY BRNJAS (the 'Landlord') applied for an order to terminate the tenancy and evict PAUL MURRAY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 18, 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 \$2,064.35. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$67.87. This amount is calculated as follows: \$2,064.35 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 April 15, 2026 are \$17,532.85.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,914.00 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 \$455.26 is owing to the Tenant for the period from October 16, 2012 to March 18, 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 testified that the arrears are a result of his wife's ongoing illness and the fact that he has been paid off from his job. The Tenant's household's only source of income is ODSP which his wife has been receiving for approximately one year. Despite this income, no rent has been paid since the application was filed and the Tenant is currently in arrears of approximately 8 months of rent as of the date of the hearing. I am not satisfied based on the evidence before me that the Tenant has the ability to pay the rent and the arrears.
12. The Tenant sought that in the event the tenancy is terminated, that eviction be postponed for approximately 2 months to allow the Tenant some additional time to move out of the rental unit. The Tenant testified that he has three children residing with him and that it will be difficult to relocate during the school year.
13. The Landlord sought an order terminating the tenancy as she is also on ODSP and is unable to afford to continue to upkeep the property without any payments coming in from the Tenant.
14. I find that it would be unfair in the circumstances to grant relief from eviction in the form of a payment plan. I also find that it would be unfairly prejudicial to the Landlord to grant any further relief from eviction.

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:**
 - \$17,733.85 if the payment is made on or before April 5, 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 April 5, 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 April 5, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,464.23. 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 \$67.87 per day for the use of the unit starting March 19, 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 April 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 6, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 5, 2026, then starting April 6, 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 April 6, 2026.

March 25, 2026
Date Issued

Christopher Lin
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 October 6, 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 April 5, 2026

Rent Owing To April 15, 2026	\$17,532.85
Application Filing Fee	\$201.00
Total the Tenant must pay to continue the tenancy	\$17,733.85

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

Rent Owing To Hearing Date	\$15,632.49
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$1,914.00
Less the amount of the interest on the last month's rent deposit	- \$455.26
Total amount owing to the Landlord	\$13,464.23
Plus daily compensation owing for each day of occupation starting March 19, 2026	\$67.87 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	