



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

File Number: LTB-L-003429-26

In the matter of: 19, 14 HOLLAND ST
ST THOMAS ON N5R4S2

Between: Peakhill Capital c/o Richmond Advisory Services Inc Landlord

And

Zackery Denomy Tenant

Peakhill Capital c/o Richmond Advisory Services Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Zackery Denomy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 23, 2026.

The Landlord's Legal Representative, Nicole Ruby 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 \$946.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$31.10. This amount is calculated as follows: \$946.00 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 \$8,514.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

9. 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 April 30, 2026 pursuant to subsection 83(1)(b) of the Act.
10. The Tenant testified that he received a letter from the current Landlord directing him to pay rent to the Landlord as they were the new owners of the property. The Tenant testified that as he was unsure about the validity of the letter, he did not pay the rent.
11. The Tenant requested a payment plan that would require the Tenant to pay an additional \$100.00 towards the arrears until the arrears are paid in full.
12. The Tenant testified that his net income is approximately \$3,000.00 per month. The Tenant testified that his monthly expenses total approximately \$3,446.00 inclusive of his rent. Based on the Tenant's own testimony, his monthly expenses are higher than the monthly rent. The Tenant also testified that he has been working the same job for the past 8 months. However, despite the Tenant's income, he is currently in arrears of 9 months of rent. At the hearing, the Tenant testified he is only able to pay \$1,000.00 towards the arrears as of the day of the hearing. I was not satisfied that the Tenant is able to pay the rent as he proposes as he has not paid the rent for several months, his own testimony is that his monthly expenses exceed his income and the fact that there have been no changes in the Tenant's circumstances that will allow the Tenant to pay as he proposes. As a result, I find it would be unfair in the circumstances to grant relief from eviction in the form of a payment plan.
13. With regards to whether to postpone eviction, the Tenant lives in the rental unit with his three young children and will experience difficulty finding alternative accommodations. In light of the Tenant's circumstances, I find that it would not be unfair to postpone eviction to April 30, 2026 to allow the Tenant some additional time to vacate the rental unit.

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:**
 - \$8,700.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,646.00 if the payment is made on or before April 30, 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 30, 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 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,469.30. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$31.10 per day for the use of the unit starting March 24, 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.

March 27, 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 November 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	\$8,514.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,700.00

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	\$9,460.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,646.00

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

Rent Owing To Hearing Date	\$8,283.30
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,469.30
Plus daily compensation owing for each day of occupation starting March 24, 2026	\$31.10 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	