



Order under Section 69 Residential Tenancies Act, 2006

Citation: Park Property Management Inc. v Zankl, 2026 ONLTB 27562

Date: 2026-04-07

File Number: LTB-L-035133-25

In the matter of: 2401, 265 BALLIOL ST
TORONTO ON M4S1C9

Between: Park Property Management Inc. Landlord

And

Christopher Willy Zankl Tenant

Park Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Willy Zankl (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 31, 2026.

The Landlord's representative, Kevin Kok, 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 \$2,490.72. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$81.89. This amount is calculated as follows: \$2,490.72 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 \$30,025.22. The Tenant did not dispute this amount.
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 \$2,490.72 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 \$4.44 is owing to the Tenant for the period from March 1, 2026 to March 31, 2026.

Relief from eviction

10. The Tenant stated that he stopped paying rent because the Landlord did not have the exterior building brickwork completed within a reasonable period of time. There was no dispute that the work was completed in October 2025. The Tenant's position is that it should have been completed by July 2025 at the latest and, as such, the Landlord breached terms set out in order LTB-L-079432-24 issued on January 27, 2025. The Tenant could not, however, identify what term in that order the Landlord had breached. In my view, the only conditions set out in that order were placed on the Tenant, not the Landlord.
11. The Tenant proposed paying \$15,000.00 of the arrears within one week, followed by a fifteen-month payment plan which would have him pay an additional \$1,000.00 towards rent arrears, in addition to paying his rent.
12. The Landlord's representative stated that the Landlord was not prepared to accept a fifteen-month payment plan and requested that the tenancy be terminated as soon as possible. He argued that the arrears were substantial and the Landlord relied on rent in order to meet maintenance and operational obligations.
13. 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. The Tenant admitted that he deliberately stopped paying rent. He could not identify any part of order LTB-L-079432-24 the Landlord allegedly breach. The Tenant stated that he could vacate the unit within one week.

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:**
 - \$32,701.94 if the payment is made on or before April 18, 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 18, 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 18, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$27,716.06. 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 \$81.89 per day for the use of the unit starting April 1, 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 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 19, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 18, 2026, then starting April 19, 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 19, 2026.

April 7, 2026
Date Issued

Karen Gonçalves
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 19, 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 18, 2026

Rent Owing To April 30, 2026	\$32,515.94
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$32,701.94

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

Rent Owing To Hearing Date	\$30,025.22
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,490.72
Less the amount of the interest on the last month's rent deposit	- \$4.44
Total amount owing to the Landlord	\$27,716.06
Plus daily compensation owing for each day of occupation starting April 1, 2026	\$81.89 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	