



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

File Number: LTB-L-005416-26

In the matter of: 412, 6 SIR LOU DR
BRAMPTON ON L6Y4E8

Between: Peel Housing Corp o/p As Peel Living Landlord

And

Brian Drepaul Tenant

Peel Housing Corp o/p As Peel Living (the 'Landlord') applied for an order to terminate the tenancy and evict Brian Drepaul (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 1, 2026.

The Landlord's Agent, Cynthia Aska, the Tenant and the Tenant's Agent, Laticia Di Bernardo, 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 \$1,231.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$40.47. This amount is calculated as follows: \$1,231.00 x 12, divided by 365 days.
5. The Tenant has paid \$278.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$6,691.00.
7. The Tenant testified he disputed the arrears as he disagreed with the lawful rent. The Tenant testified that he lost his rent-geared-to-income (RGI) subsidy and despite following the appeals process, the rent increased to \$1,231.00. While the Tenant disputes the arrears based on disagreeing with the lawful monthly rent, as the Landlord is RGI housing,

they determine the lawful monthly rent and when an individual has lost their subsidy. Therefore, I am satisfied that the Landlord has established that the rental arrears are \$6,691.00

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$158.69 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.
10. Interest on the rent deposit, in the amount of \$0.83 is owing to the Tenant for the period from January 1, 2026 to April 1, 2026.

Section 83 Considerations:

11. The Tenant testified that he has been receiving benefits from the Ontario Disability Support Program (ODSP) for 20 years and he has been living in rental units through Peel Living for 16 years. The Tenant further testified that he is required to live in the rental unit as part of an order from the Ontario Review Board. The Tenant has been an out-patient client for 10 years, and if he loses his housing, he will be forced to be admitted to the hospital until he secures other accommodations.
12. The Tenant testified he only receives \$909.00 per month from ODSP and he would never be able to pay the arrears or ongoing rent at the current lawful monthly rent.
13. The Landlord's Agent testified that a thorough investigation was completed and the appeals for the Tenant's subsidy have been denied. She further testified that she would consent to a delay in eviction until May 15, 2026.
14. 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. I accept the Tenant's evidence that he will be significantly impacted by an eviction, and I find a short delay in eviction to allow him to either further appeal the subsidy decision or find alternative accommodations would not be unfair. However, given that the arrears are not insignificant, a longer delay in eviction would be unfair.

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:**
 - \$6,877.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,108.00 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. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,526.95. 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 \$40.47 per day for the use of the unit starting April 2, 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 May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
 8. 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.
 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 June 1, 2026.

April 15, 2026
Date Issued

Allana McComb
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 April 30, 2026

Rent Owing To April 30, 2026	\$6,969.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$278.00
Total the Tenant must pay to continue the tenancy	\$6,877.00

B. 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	\$8,200.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$278.00
Total the Tenant must pay to continue the tenancy	\$8,108.00

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

Rent Owing To Hearing Date	\$5,778.47
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$278.00
Less the amount of the last month's rent deposit	- \$158.69
Less the amount of the interest on the last month's rent deposit	- \$0.83
Total amount owing to the Landlord	\$5,526.95
Plus daily compensation owing for each day of occupation starting April 2, 2026	\$40.47 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	