



Order under Section 69 Residential Tenancies Act, 2006

Citation: DREWLO HOLDINGS INC. v ARZAGA, 2026 ONLTB 26348

Date: 2026-04-22

File Number: LTB-L-107215-25

In the matter of: 806, 141 FALLOWFIELD DR
KITCHENER ON N2C0B1

Between: DREWLO HOLDINGS INC. Landlord

And

MELCHIE ARZAGA Tenant

DREWLO HOLDINGS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict MELCHIE ARZAGA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 26, 2026.

The Landlord's Legal Representative Anna Glen and the Tenant and an occupant Philmon Geresus 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 \$2,529.70. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$83.17. This amount is calculated as follows: \$2,529.70 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 \$17,707.90.
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 \$2,543.53 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 \$34.83 is owing to the Tenant for the period from August 1, 2025 to March 26, 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 does not dispute the arrears owing. She testified that although she has access and possession of the rental property she no longer resides in the rental unit and is renting another rental unit while Philmon Geresus resides in the rental unit.
12. The Tenant testified that the occupant Philmon Geresus was paying her the monthly rent which she passed on to the Landlord and after he lost his job she could no longer afford the month rent as she is paying rent on another unit.
13. The Landlord seeks termination of the tenancy as soon as possible as the Tenant indicates that she is not longer able to afford the monthly rent. Additionally the Landlord was not aware another individual was an occupant in the rental unit.
14. Having considered the testimony and submissions of the parties it is clear that the Tenant can no longer afford to pay for the monthly rent on the rental unit as she is currently paying rent on two rental units. This tenancy, in my view, is just not viable any longer and to prolong it would be prejudicial to the Landlord and unfair to the Tenant as the arrears are surmounting. Having considered all the circumstances a standard evction is appropriate.

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:**
 - \$20,423.60 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$22,953.30 if the payment is made on or before May 3, 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 3, 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 3, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,948.26. 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 \$83.17 per day for the use of the unit starting March 27, 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 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 4, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 3, 2026, then starting May 4, 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 4, 2026.

April 22, 2026
Date Issued

Sean Ramage
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 4, 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	\$20,237.60
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,423.60

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 3, 2026

Rent Owing To May 31, 2026	\$22,767.30
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$22,953.30

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

Rent Owing To Hearing Date	\$17,340.62
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,543.53
Less the amount of the interest on the last month's rent deposit	- \$34.83
Total amount owing to the Landlord	\$14,948.26
Plus daily compensation owing for each day of occupation starting March 27, 2026	\$83.17 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	