



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

File Number: LTB-L-003486-26

In the matter of: 7, 14 HOLLAND ST
ST THOMAS ON N5R4S2

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

And

Kim Doxpator Tenant

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

This application was heard by videoconference on March 24, 2026.

The Landlord's Legal Representative, Nicole Ruby, the Landlord's witnesses, Fabiana Jude and Angela Hopley, 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 \$1,850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.82. This amount is calculated as follows: \$1,850.00 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 \$9,250.00, which are partially being disputed.
7. The Tenant does not dispute that January 2026 to March 2026 rent was not paid, which totals \$5,550.00.

8. The Tenant disputes July 2025 rent was not paid. The Tenant testified and provided documentation evidence to support her position that July 2025 rent was paid.
9. The Landlord's Legal Representative stated that the Landlord did not obtain the payment. There have been past issues where the Tenant provides screen shots and has not been truthful. The password the Tenant provides is not correct, which results in the email transfer being declined and put back into the Tenant's account.
10. The Landlord's witness, Fabiana Jude, testified that she works for the Landlord as the accounting administrator, and that she has held this position for 2 years. The Landlord has been collecting rent since July 2025 and has not received rent for July 2025 and September 2025 from the Tenant.
11. Upon further review of the documentation the Tenant provided, DOC ID 7593426, I notice there was payment to the Landlord in the amount of \$1,850.00 on July 3, 2025, that was emailed transferred out. But on the July 3, 2025, the same day, there was a deposit back into the Tenant's bank account for \$1,850.00 with the same verification code next to it. The Tenant attempted to black out this transaction, but upon further review of the documentation submitted, it is legible to confirm this amount was deposited back into her bank account, which supports the Landlord's position that the Tenant would send an email transfer, but it would get declined and put back into the Tenant's bank account.
12. Therefore, I am not satisfied that the Tenant paid July 2025 rent to the Landlord.
13. The Tenant disputes September 2025 rent was not paid. The Tenant testified that she paid the previous Landlord the monthly rent amount, and not the current Landlord.
14. The Landlord's Legal Representative in response, indicated that the Tenant paid the Landlord August 2025 rent, therefore, the Tenant ought to have known to pay the current Landlord the monthly rent going forward, which it is not disputed that the Tenant did not pay the current Landlord.
15. In addition, the Landlord's witness, Angela Hopley, testified that she provided the Tenant with an email about the outstanding rent arrears for July 2025 and September 2025, which the Tenant only disputed the September 2025 rent arrears outstanding.
16. While I can appreciate the Tenant made payment to the previous Landlord, the September 2025 rent was not paid to the current Landlord, and the Tenant knew about the Landlord changing before making the September 2026 rent payment to the previous Landlord, therefore September 2026 rent is outstanding.
17. Therefore, I am satisfied that the rent arrears owing to March 31, 2026, are \$9,250.00 for my reasons noted above.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

19. The Tenant sought conditional relief from eviction in the form of a monthly payment plan according to which they would make a lump sum payment to the Landlord for January

2026 to March 2026 rent arrears on or before March 27, 2026, and in addition pay \$150.00 per month toward the arrears and the ongoing new rent in full and on time. The Tenant indicated she cannot afford a higher monthly payment plan to satisfy the arrears in a shorter period. The Tenant sought in the alternative for 2-3 months to vacate as she needs to save money for a new place to reside.

20. The Landlord was not agreeable to this payment plan as the non-payment of rent has caused a lot of financial issues. The Landlord has had to use bank resources and has very high interest that is required to be paid. The Landlord is agreeable to a 12-month payment plan, or an 18-month payment plan.
21. I have considered both parties' circumstances, and I find that the proposed payment plan would be unduly prejudicial to the Landlord, given their financial circumstances, because they would have to wait 24 months for the arrears to be paid. I am not satisfied that the Tenant can afford a shorter payment plan that would include larger payments toward the arrears.
22. 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.

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:**
 - \$11,286.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$13,136.00 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 \$9,045.68. 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 \$60.82 per day for the use of the unit starting March 25, 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

Samantha Greaves
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.

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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	\$11,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,286.00

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

Rent Owing To May 31, 2026	\$12,950.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,136.00

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

Rent Owing To Hearing Date	\$8,859.68
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$9,045.68
Plus daily compensation owing for each day of occupation starting March 25, 2026	\$60.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	