



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

File Number: LTB-L-008157-26

In the matter of: BSMT, 679 MEADOW LANE
BURLINGTON ON L7L4R9

Between: Andrea Williams Landlords
Pawel Kasprzyk

And

Matthew Croutch Tenant

Andrea Williams and Pawel Kasprzyk (the 'Landlords') applied for an order to terminate the tenancy and evict Matthew Croutch (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 9, 2026.

The Landlords, the Landlords' Representative, Heidi Melville, and the Tenant attended the hearing.

Determinations:

1. The Landlords 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 \$2,400.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 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 April 30, 2026, are \$16,800.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlords collected a rent deposit of \$2,400.00 from the Tenant and this deposit is still being held by the Landlords. 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 \$30.52 is owing to the Tenant for the period from September 24, 2025, to April 9, 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 Landlords attempted to negotiate a repayment agreement with the Tenant and find that it would not be unfair to postpone the eviction until May 6, 2026, pursuant to subsection 83(1)(b) of the Act.
11. The Tenant testified that he lost his job in October 2025 soon after moving in. The Tenant has found a job now and is willing to pay additional \$500.00 each month to preserve the tenancy. The Tenant's son who is 12-years old lives with him most of the time and studies in a school nearby. The Tenant has applied to Housing Stability Fund a few weeks ago and is hopeful of a positive answer. The Tenant would not be able to find another place in the neighbourhood and an eviction would displace him and his son. The Tenant has also applied for his portion of the child tax for the last three years and should receive a lumpsum.
12. The Landlords are not open to a payment plan as the tenancy is very new and the Tenant fell into arrears the very first month. The Tenant has been offered and has accepted two previous payment plans but he has fallen short on any commitments. The Landlord submitted text messages between parties to show a pattern of behaviour.
13. I do not find the tenancy is viable. The tenancy is new, and the Tenant has not paid rent since he moved in. The Tenant has brought no proof that he is able to afford rent going forward and that he has a job that pays what he claims. Keeping the Tenant's circumstances in mind, I am granting him a delay to May 22, 2026, to find another place or find resources to pay off the arrears.

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:**
 - \$16,986.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$19,386.00 if the payment is made on or before May 22, 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 22, 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 22, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,865.58. 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 \$78.90 per day for the use of the unit starting April 10, 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 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 22, 2026, then starting May 23, 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 23, 2026.

April 23, 2026
Date Issued

Sheena Brar
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 23, 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	\$16,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,986.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 22, 2026

Rent Owing To May 31, 2026	\$19,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$19,386.00

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

Rent Owing To Hearing Date	\$15,110.10
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$30.52
Total amount owing to the Landlord	\$12,865.58
Plus daily compensation owing for each day of occupation starting April 10, 2026	\$78.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	