



Order under Section 69 Residential Tenancies Act, 2006

Citation: Brampton Park Acquisition Corporation v Parris-Hendrickson, 2026 ONLTB 33811

Date: 2026-05-01

File Number: LTB-L-010960-26

In the matter of: 720, 15 Eastbourne Drive
Brampton ON L6T3L9

Between:	Brampton Park Acquisition Corporation	Landlord
	and	
	Alisha C. Parris-Hendrickson	Tenant

Brampton Park Acquisition Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Alisha C. Parris-Hendrickson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 23, 2026.

The Landlord's Legal Representative, Sean Beard, 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 rent arrears owing to April 30, 2026 are \$0.00. However, the Landlord incurred costs of \$186.00 for filing the application. As only the filing fee is outstanding, the Landlord did not seek eviction and instead sought only that the filing fee be paid.
4. The Tenant disputes that she should be responsible for the filing fee. She testified that the reason the rent was not paid was due to a bank issue on the Landlord's end in December 2025. She testified that she informed the Landlord that she would be making her payment on the 5th of February, but they filed the application anyways.
5. I find that the Landlord is entitled to reimbursement of the filing fee as the Landlord was within their right to serve the N4 Notice of Termination and file this application. I do not find the Tenant's stated reasons for not paying to be credible as it was her own testimony that

the issue with the Landlord's bank occurred in December 2025, yet the arrears on the N4 Notice are for January 2026.

6. Additionally, when she did make the payment in February, she only paid the outstanding rent for January and did not pay February's rent. It was reasonable in these circumstances for the Landlord to file their application and the Tenant cannot expect the Landlord to refrain from taking legal steps that they are entitled to take just because the Tenant has promised to make a payment by a certain date.
7. Had the Landlord agreed not to file the application in light of the promise by the Tenant, I may have decided differently, however, that is not what happened in this case. Therefore, the Tenant shall be ordered to reimburse the Landlord for the \$186.00 filing fee.
8. The Tenant overpaid towards the arrears by \$1.00 and, therefore, that amount has been applied against the amount owing by the Tenant.

It is ordered that:

1. The Tenant shall pay to the Landlord \$185.00.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 13, 2026 at 4.00% annually on the balance outstanding.

May 1, 2026
Date Issued

Candace Aboussafy
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.

