



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

File Number: LTB-L-013051-26

In the matter of: 711, 31 FAIR OAKS PL
BRAMPTON ON L6Y4W9

Between: Peel Housing Corp OP as Peel Living Landlord

And

RUI COSTA Tenant

Peel Housing Corp OP as Peel Living (the 'Landlord') applied for an order to terminate the tenancy and evict RUI COSTA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 29, 2026.

The Landlord's agent, Sophia Dixon 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 \$234.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$7.69. This amount is calculated as follows: \$234.00 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 \$1,170.00. The Tenant does not dispute the arrears.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief of eviction

8. The Tenant testified that he is now in a position to pay the ongoing rent plus \$75.00 toward arrears for 19 months. The Tenant provided testimony regarding his income and expenses.
9. The Landlord's Agent testified that the Landlord opposed the Tenant's proposed 19-month payment plan and sought a payment plan requiring the arrears to be paid within 12 months, as the Landlord's Agent submitted that 19 months was too lengthy in the circumstances.
10. However, the Act, like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
11. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
12. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
13. Here, the Tenant provided testimony of his willingness and ability to pay both the ongoing rent and the arrears. I therefore find that it is not unfair to issue a conditional order that reflects the payment plan the Tenant proposed at the hearing.
14. As such, 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenants shall pay to the Landlord \$1,356.00 for arrears of rent up to April 30, 2026, inclusive of costs.
2. The Landlord's application for eviction of the Tenants is denied on the condition that:
 - (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

Date Payment Due	Amount of Payment
On or before the 1 st day of each month beginning June 1, 2026, up to and including November 1, 2027.	\$75.00 (each month)
On or before December 1, 2027.	\$6.00

- (b) For the period of May 2025 to December 2027, or until the arrears are paid in full, whichever date is earliest, the Tenant shall pay the Landlord the monthly rent in full and by the first **day** of each corresponding month.
3. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing. Also, the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay the amount due and owing under this order and any new arrears, NSF fees and related charges that became owing after April 30, 2026. The order that results from this section 78 application is usually issued without a hearing.

April 30, 2026
Date Issued

Joshua Labbe
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.