



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

File Number: LTB-L-101123-25

In the matter of: 201, 749A BARTON STREET EAST
HAMILTON ON L8L3A9

Between: CASHPOT 2000 CORPORATION Landlord

And

MICHAEL PEIXOTO Tenant

CASHPOT 2000 CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict MICHAEL PEIXOTO (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on February 12, 2026.

The Landlord's agent, Lionel Hermitt, and the Tenant attended the hearing.

Determinations:

1. At the outset of the hearing, the Tenant requested an adjournment on the basis that he had only received the Notice of Hearing by mail on February 5, 2026. He indicated that he had reached out to a legal clinic and had consulted with Tenant Duty Counsel that morning. I denied the request. The Tenant had the benefit of advice from Tenant Duty Counsel and was able to participate in the hearing and respond to the Landlord's evidence. He did not identify any specific evidence, witness, or argument he would have been in a better position to advance had the matter been adjourned, particularly in light of his own position that he is unable to afford the monthly rent. The arrears underlying this application have accumulated over a sustained period, and a further delay would have caused significant prejudice to the Landlord, who continues to be deprived of rental income.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.

4. The lawful rent is \$1,609.96. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$52.93. This amount is calculated as follows: \$1,609.96 x 12, divided by 365 days.
6. The Tenant has paid \$1,829.88 to the Landlord since the application was filed.
7. The rent arrears owing to February 28, 2026 are \$7,300.57. This was not disputed by the Tenant.
8. The Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges and \$14.00 for bank fees the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenant which were returned NSF.
9. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,609.96 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.
11. Interest on the rent deposit, in the amount of \$15.28 is owing to the Tenant for the period from September 1, 2025 to February 12, 2026.
12. 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.
13. The Tenant testified that he has no job prospects and cannot afford the monthly rent. He has applied for ODSP but has not yet received a decision. He has also reached out to rent subsidy programs but could not say when he might hear back. He asked for as much time as possible before being required to move out.
14. The Landlord is a small landlord. He testified that he is struggling not to lose the property as a result of the arrears.
15. The Tenant's evidence is that he cannot afford the ongoing monthly rent. In these circumstances, a payment plan under subsection 83(1)(a) is not appropriate, as the Tenant cannot meet the existing rent obligation, let alone additional payments toward the arrears.
16. A postponement under subsection 83(1)(b) is also not appropriate. Any postponement would result in further arrears accumulating, as the Tenant is not in a position to pay ongoing rent. The Tenant's ODSP application and inquiries with rent subsidy providers are at a preliminary stage with no anticipated timeline, and there is no evidence before me that his financial circumstances are likely to change in the near term.

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:**
 - \$12,385.45 if the payment is made on or before May 23, 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 23, 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 23, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,955.53. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$52.93 per day for the use of the unit starting February 13, 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 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 24, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 23, 2026, then starting May 24, 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 24, 2026.

May 12, 2026
Date Issued

Colin Elsby
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 24, 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 May 23, 2026

Rent Owing To May 31, 2026	\$13,960.33
Application Filing Fee	\$201.00
NSF Charges	\$54.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,829.88
Total the Tenant must pay to continue the tenancy	\$12,385.45

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

Rent Owing To Hearing Date	\$8,155.65
Application Filing Fee	\$201.00
NSF Charges	\$54.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,829.88
Less the amount of the last month's rent deposit	- \$1,609.96
Less the amount of the interest on the last month's rent deposit	- \$15.28
Total amount owing to the Landlord	\$4,955.53
Plus daily compensation owing for each day of occupation starting February 13, 2026	\$52.93 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	