



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

File Number: LTB-L-002251-26

In the matter of: 1407, 20 CARABOB COURT
SCARBOROUGH ON M1T3N1

Between: LAS BRISAS APARTMENTS Landlord

And

CALVIN INK Tenant

LAS BRISAS APARTMENTS (the 'Landlord') applied for an order to terminate the tenancy and evict CALVIN INK (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 17, 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 lawful rent is \$1,379.16. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$45.34. This amount is calculated as follows: $\$1,379.16 \times 12$, divided by 365 days.
5. The Tenant disputed the amount of arrears claimed in the application on two grounds. First, the Tenant submitted that he had cancelled the parking space in October 2025 and that the monthly parking charge, which he understood to be approximately \$100.00, should not form part of the arrears thereafter. He stated that his roommate, not he, used the parking space, and that it was the roommate who attempted to cancel it. Second, the Tenant submitted that he had made a rent payment in December 2025 which is not reflected in the Landlord's accounting.
6. The Tenant did not upload any documentary evidence in support of either submission. With respect to the parking cancellation in particular, the Tenant stated that he had

attempted to deliver a letter to the Landlord's office cancelling the parking but that no one was present at the office, and that no one from the Landlord followed up with him. He did not produce a copy of that letter or any other record of its delivery.

7. The Landlord's evidence, which I accept, is as follows. The monthly rent for the unit is \$1,379.16. The Tenant also rented a parking space at a monthly charge of \$108.96, producing a total monthly charge of \$1,488.12 (recorded on the N4 Notice as \$1,488.13). The Tenant signed a parking cancellation form on February 2, 2026, cancelling the parking effective February 28, 2026. The Tenant currently has one parking space and previously had two.
8. The rent calculation in the Landlord's application discloses the following arrears: \$227.35 for November 2025, \$100.00 for December 2025, and \$100.00 for January 2026. The pattern of short-payment is consistent with the Tenant's submission that he believed he had cancelled the parking; in December 2025 and January 2026 he paid \$1,388.13, that is, the full charge less approximately \$100.00. However, that belief is not supported by the evidence.
9. The Landlord's legal representative advised that the Tenant signed a parking cancellation form on February 2, 2026, cancelling the parking effective February 28, 2026, and the Tenant did not dispute that the form had been signed. There is no evidence of any earlier cancellation. The Tenant's assertion that the roommate, rather than the Tenant, cancelled the parking is inconsistent with the Tenant's own acknowledgment that he signed the February 2, 2026 cancellation form. In any event, the tenancy agreement is between the Landlord and the Tenant; charges arising under that agreement are the Tenant's responsibility regardless of any private arrangement between the Tenant and an occupant of the unit. The parking charges up to February 28, 2026 are properly included in the arrears as they formed part of the lawful monthly rent.
10. With respect to the claimed December 2025 payment, the Tenant produced no receipt, bank record, or other corroborating evidence. The Landlord's application credits the Tenant with a payment of \$1,388.13 in December 2025, and the L1/L9 Update Sheet records the post-application payments totalling \$2,776.26. There is no evidence before me of any additional payment. The onus is on the Tenant to establish that a payment was made which has not been credited, and on the evidence before me that onus has not been met.
11. The Tenant has paid \$2,776.26 to the Landlord since the application was filed.
12. The rent arrears owing to March 31, 2026 are \$518.38.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,487.26 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.
15. Interest on the rent deposit, in the amount of \$6.50 is owing to the Tenant for the period from January 1, 2026 to March 17, 2026.

Relief from Eviction

16. The Tenant testified he has lived in the rental unit for approximately 15 years. He is elderly. He stated he recently lost his employment and currently has no income. When I asked the Tenant several times what his plan was to address the arrears, he stated that he could not afford to pay anything additional toward the arrears. He initially said he could pay \$60.00 per month toward the arrears but then stated he has no income at present. The Tenant asked for one year to move out of the rental unit.
17. I am not satisfied that it would be appropriate to impose a payment plan. The Tenant stated that he has no income at present and could not identify any source of funds to pay the arrears or the ongoing rent. Although he initially proposed to pay \$60.00 per month toward the arrears, he later stated that he could not afford to pay anything toward the arrears. In these circumstances, I find that a payment plan would not be realistic.
18. That said, the arrears in this case are modest, the Tenant has resided in the unit for approximately 15 years, and he is elderly. Refusing relief altogether and terminating the tenancy on a standard timeline would, in these circumstances, be unfair. A brief postponement of the eviction to allow the Tenant time to either secure the funds necessary to void this order or to make alternate housing arrangements appropriately balances the interests of both parties.
19. 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 postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) 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:**
 - \$3,462.70 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$4,841.86 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**

5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,397.76. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$45.34 per day for compensation for the use of the unit starting March 18, 2026 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 July 1, 2026.

May 27, 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 January 1, 2027 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 31, 2026

Rent Owing To May 31, 2026	\$6,052.96
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,776.26
Total the Tenant must pay to continue the tenancy	\$3,462.70

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$7,432.12
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,776.26
Total the Tenant must pay to continue the tenancy	\$4,841.86

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

Rent Owing To Hearing Date	\$2,686.26
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,776.26
Less the amount of the last month's rent deposit	- \$1,487.26
Less the amount of the interest on the last month's rent deposit	- \$6.50
Total amount owing to the Landlord	\$(1,397.76)
Plus daily compensation owing for each day of occupation starting March 18, 2026	\$45.34 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

