



Order under Section 69 Residential Tenancies Act, 2006

Citation: CAPREIT LIMITED PARTNERSHIP v RAMROOP, 2026 ONLTB 43509

Date: 2026-06-01

File Number: LTB-L-091193-25

In the matter of: 1212, 3 KNIGHTSBRIDGE RD
BRAMPTON ON L6T3X3

Between: CAPREIT LIMITED PARTNERSHIP

Landlord

And

NIRMAL RAMROOP

Tenant

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict NIRMAL RAMROOP (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 20, 2026.

The Landlord's legal representative, Geoff Paine, 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). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$1,648.80. It is due on the 1st day of each month.
4. The Tenant has paid \$4,986.72 to the Landlord since the application was filed.
5. The rent arrears owing to April 30, 2026 are \$6,487.12.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$6,673.12.

8. 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.
9. The Tenant is 58 years old and does not dispute the arrears owing. The Tenant testified that the arrears accumulated while they were experiencing mental health difficulties. The Tenant also testified that in October 2025, they had to close a previous bank account and open a new one because of fraud on the prior account, which left them unsure what had happened to some of their money.
10. The Tenant has had a steady income of \$1,495.00 per month since September 2025. The Tenant also confirmed that a subsidy is available through SHIP and will be applied toward the arrears. The Tenant proposed to repay the arrears at \$700.00 per month. Although the Landlord sought a standard order, the Landlord did not challenge the proposed payment plan or its feasibility on cross-examination. Given the Tenant's explanation for the arrears, the Tenant's stable income, the availability of a third-party subsidy, and the absence of evidence that the payment plan would be unfair to the Landlord, I am satisfied that it would not be unfair to grant conditional relief from eviction. The Landlord may apply under section 78 of the Act if the Tenant fails to comply with the order.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6,673.12 for arrears of rent up to April 30, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) The Tenant shall pay \$700.00 on or before the 15th day of each month commencing June 15, 2026, until February 15, 2027.
 - b) On or before March 15, 2027, the Tenant shall make the final payment of \$373.12.
 - c) If the Tenant has made any payments towards the rent arrears since the date of the hearing, that amount shall be deducted from the overall outstanding amount. The payment schedule above shall remain unchanged until all arrears are paid in full.
 - d) If the Tenant has not done so already, the Tenant shall pay the lawful monthly rent for the months of May and June 2026 on or before June 15, 2026.

3. The Tenant shall also pay the monthly rent that comes due on or before the 1st day of each month for the periods including July 1, 2026, to March 1, 2027.
4. 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 and 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 any new arrears, NSF fees and related charges that became owing after April 30, 2026.

June 1, 2026
Date Issued

Colin Elsby
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.