



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

File Number: LTB-L-027809-26

In the matter of: 5, 6 FAIRKNOWE DR
BROCKVILLE ON K6V1J5

Between: Peter Vigile Landlord

And

Justin Rust Tenant
Bobbie Peeler

Peter Vigile (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Rust and Bobbie Peeler (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 4, 2026.

The Landlord's Legal Representative, Marie Beaupre, 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 \$1,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.74. This amount is calculated as follows: \$1,300.00 x 12, divided by 365 days.
5. The Tenant has paid \$600.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$4,600.00, which is not disputed.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Tenant sought conditional relief from eviction in the form of a monthly payment plan, according to which they would pay \$300.00 per month toward the arrears starting July 1, 2026, and a lump sum payment of \$1,600.00 within 7 days, in addition to the ongoing new rent.
9. The Landlord was not agreeable to this payment plan as the Landlord has attempted payment plans with the Tenant in the past, and the Tenant has failed to make any payment towards the arrears or any new rent that has become due since they have moved into the rental unit.
10. The Landlord did not present any concrete, objective evidence that they will experience hardship, financial or otherwise, if I grant the Tenant's request for a payment plan. I considered the relative prejudice to the parties of granting relief from eviction, and I find it would be more prejudicial to the Tenant to find alternative living arrangements than to order the proposed payment plan and have the arrears paid over 11 months.
11. 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 Tenant shall pay to the Landlord \$4,786.00 for arrears of rent up to June 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) \$1,600.00 on or before June 19, 2026
 - b) On or before the 1st day of each month from July 2026 to April 2027 the Tenant shall pay the Landlord \$300.00; and
 - c) On or before the 1st day of May 2027, the Tenant shall pay the Landlord \$186.00.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period July 1, 2026, to May 1, 2027, or until the arrears are paid in full, whichever date is earliest.
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 June 30, 2026.

June 12, 2026
Date Issued

Samantha Greaves
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.