



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

File Number: LTB-L-016893-26

In the matter of: 2-168 Main St. N.
Brampton, ON L6V1N9

Between: Quacko Ltd. (Greg Parson) Landlord
c/o Ryis Properties Inc.

And

Tyler Clark Tenant

Quacko Ltd. (Greg Parson) c/o Ryis Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tyler Clark (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on May 5, 2026.

The Landlord's Legal Representative, Cassandra Weatherston, the Landlord's Agent, Anthony De Guzman, the Tenant, and the Tenant's support person, Jeanette Clark, attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of the hearing.

Preliminary Issue:

N1 Rent Increase

1. The Tenant disputed the amount of lawful rent, asserting that he did not receive an N1 – Notice of Rent Increase prior to the rent increase that took effect on August 1, 2025.
2. The Landlord submitted a copy of the N1 notice (DOC-7898868), dated April 21, 2025. The notice advised the Tenant that the monthly rent would increase by \$42.00, from \$1,695.00 to \$1,737.00, effective August 1, 2025. The guideline

rent increase for 2025 was 2.5%, which permitted a maximum increase of \$42.38, resulting in a maximum lawful rent of \$1,737.38. Accordingly, the increase set out in the N1 notice complies with the guideline amount and was lawful.

3. The Landlord's Agent testified that he personally prepared the N1 notice and mailed it to the Tenant on April 21, 2025. Pursuant to the Board's Rules, the notice is deemed to have been served on April 25, 2025. The Agent further testified that his only discussions regarding the rent increase were with the Tenant, Gary Clark. According to the Agent, Gary Clark did not dispute the rent increase or claim that notice had not been received. Rather, the discussions focused on the Tenant's request for additional time to address the outstanding rental arrears.
4. Based on the evidence presented, I am satisfied, on a balance of probabilities, that the Landlord properly served the Tenant with a valid N1 - Notice of Rent Increase effective August 1, 2025. Accordingly, I find that the lawful monthly rent effective August 1, 2025, was \$1,737.00.

Determinations:

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,737.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$57.11. This amount is calculated as follows: \$1,737.00 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to May 31, 2026, are \$12,285.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,695.00 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.

13. Interest on the rent deposit, in the amount of \$69.49 is owing to the Tenant for the period from August 1, 2024, to May 5, 2026.

Relief from Eviction

14. 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 not be unfair to postpone the eviction until June 20, 2026 pursuant to subsection 83(1)(b) of the Act.
15. The Landlord's Representative submitted that the Tenant first fell into rental arrears in October 2025. After the arrears began, the Landlord's Agent spoke with the Tenant and suggested that he find a roommate to assist with the monthly rent obligations. The Agent also encouraged the Tenant to make whatever payments he could toward the rent in the meantime. In addition, the Landlord's Representative mailed an evidence package to the Tenant on April 21, 2026, which included the amount of rental arrears owing, the Notice of Hearing, and a request that the Tenant contact the Landlord's Representative to discuss a repayment arrangement. Despite these efforts, the Tenant did not respond and has made no payments toward the arrears since they began. The Landlord's Representative submitted that the Tenant has had sufficient time to seek alternative accommodations and sought an extended termination date of May 31, 2026.
16. The Tenant testified that he resides in the rental unit and was previously a co-tenant with Gary Clark. The Tenant explained that, following a physical altercation in which he was stabbed in the stomach by Mr. Clark, a no-contact order was issued. As a result, the Tenant requested that Mr. Clark be removed from the tenancy in November 2025. The Tenant testified that the purpose of removing Mr. Clark from the tenancy was to allow him to secure another occupant for the room and thereby improve his ability to maintain the tenancy.
17. The Tenant further testified that he can not afford to remain in the rental unit and has applied for rent-geared-to-income housing. The Tenant disclosed monthly income of \$1,658.00 from Ontario Disability Support Program (ODSP) benefits. The Tenant's aunt, Jeanette Clark, also testified and confirmed that she applied with the Tenant for rent-geared-to-income accommodation.
18. Based on the evidence before me, the Tenant's monthly income is insufficient to sustain the tenancy. After accounting for the monthly rent obligation alone, and before considering any other living expenses, the Tenant would face a monthly

shortfall of approximately \$79.00, consequently, the Tenant was unable to propose a viable repayment plan or demonstrate how ongoing rent would be paid while also addressing the arrears.

19. As the Tenant was unable to demonstrate the financial capacity necessary to maintain the tenancy and comply with the proposed repayment plan, I concluded that the tenancy could not be preserved, as the Tenant's current financial circumstances did not support a viable plan to sustain the tenancy.
20. During the hearing, I discussed with the parties a delayed termination date of May 31, 2026, and explained the eviction process to the Tenant, including the steps required for Sheriff enforcement should the Tenant remain in possession after the termination date. However, considering the order issuance date, a standard 11-day eviction order has been issued.

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:**
 - \$14,208.00 if the payment is made on or before June 21, 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 21, 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 21, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,255.06. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. 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 \$57.11 per day for the use of the unit starting May 6, 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 June 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 22, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 21, 2026, then starting June 22, 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 June 22, 2026.

June 10, 2026
Date Issued

Ken Audziss
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 December 21, 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 June 21, 2026

Rent Owing to June 30, 2026	\$14,022.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,208.00

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

Rent Owing to Hearing Date, May 5, 2026	\$10,833.55
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,695.00
Less the amount of the interest on the last month's rent deposit	- \$69.49
Total amount owing to the Landlord	\$9,255.06
Plus, daily compensation owing for each day of occupation starting May 6, 2026	\$57.11 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	