



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-015100-26

In the matter of: 6-972 Erie St. E.
Windsor, ON N9A3Y8

Between: Eugenio Pugliese Landlord

And

Chris Proulx Tenant

Eugenio Pugliese (the 'Landlord') applied for an order to terminate the tenancy and evict Chris Proulx (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, Cameron Parrott, and the Tenant attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of 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 \$900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$29.59. This amount is calculated as follows: \$900.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,700.00 to the Landlord since the application was filed.
6. The uncontested rent arrears owing to May 31, 2026, are \$900.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Relief from Eviction

9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Landlord's efforts to negotiate a repayment arrangement with the Tenant, the substantial payments the Tenant has made toward the arrears since the application was filed, and the remaining balance of arrears, 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.
10. The Landlord's Representative submitted that the Tenant first fell into rental arrears in February 2026. After the arrears began, the Landlord's Representative mailed the Tenant the Landlord's disclosure package, which included the amount of rent arrears, the Notice of Hearing, and a request that the Tenant contact the Representative to discuss a payment arrangement. The parties also met prior to the hearing in an attempt to resolve the matter; however, they were unable to agree on repayment terms. The Landlord initially sought a standard 11-day eviction order but advised that, in the alternative, an extended termination date of May 31, 2026, would be acceptable.
11. The Tenant testified that he has resided in the rental unit for approximately two years and that this is the first occasion on which he has experienced difficulty paying the rent. He expressed his intent to preserve the tenancy and proposed a repayment plan consisting of monthly payments of \$200.00 toward the arrears commencing June 1, 2026, while also committing to pay the lawful monthly rent in full and on time beginning the same date.
12. In support of his proposal, the Tenant disclosed monthly income of \$1,285.00 and monthly expenses of \$185.00, including: \$35.00 for his mobile phone; \$120.00 for groceries, supplemented by assistance from a local food bank; and \$30.00 in bank overdraft fees. The Tenant testified that the overdraft fees could be reduced by closing one of his bank accounts.
13. Based on the income and expense information provided, and after accounting for the ongoing monthly rent obligation together with the proposed arrears payments, the Tenant would retain an estimated monthly surplus of approximately \$200.00. This surplus supports a finding that the proposed repayment plan is financially feasible and sustainable. In the circumstances, I am satisfied that the proposed repayment plan represents a good faith effort to address the arrears within a defined period of time.
14. Although the Landlord sought an extended termination date of May 31, 2026, the inclusion of a section 78 clause provides appropriate protection to the Landlord in the event of a default under the repayment plan. While the Landlord's Representative did not consent to the proposed repayment arrangement, the parties were informed during the hearing that an order would issue based on the Tenant's proposal as presented.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,086.00 for arrears of rent up to May 31, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment #	Payment Date (on or before)	Payment Amount	Balance
1	June 1, 2026	\$200.00	\$886.00
2	July 1, 2026	\$200.00	\$686.00
3	August 1, 2026	\$200.00	\$486.00
4	September 1, 2026	\$200.00	\$286.00
5	October 1, 2026	\$200.00	\$86.00
6	November 1, 2026	\$86.00	\$0.00

3. If not already paid, the Tenant shall pay to the Landlord the lawful rent for June 2026 on or before June 15, 2026.
4. If not already paid, the Tenant shall pay the June 1, 2026, arrears payment on or before June 15, 2026.
5. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period from July 1, 2026, to November 1, 2026, or until the arrears are paid in full, whichever date is earliest.
6. 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 May 31, 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.