



Order under Section 69 Residential Tenancies Act, 2006

Citation: YIM v AND ALL OTHER TENANTS WITH YOU, 2026 ONLTB 47308

Date: 2026-06-17

File Number: LTB-L-021695-26

In the matter of: BASEMENT, 87 NORTHGATE DR
BRADFORD ON L3Z2Y4

Between: DA YIM Landlord
RAD SOPHEARA

And

PETER BREAU Tenant

DA YIM and RAD SOPHEARA (the 'Landlord') applied for an order to terminate the tenancy and evict PETER BREAU (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 11, 2026.

The Landlord, Da Yim, the Landlord's Support Person for translation, Neil Choun, the Landlord's Legal Representative, Arlene Volpentesta, 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 \$1,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026 are \$28,500.00.

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.
9. The Landlord seeks termination of the tenancy as the rent arrears are substantial, and the Tenant has made no payments for a period of 15 months, leading to those substantial arrears. This tenancy is causing the Landlord a great deal of stress and they submit that it should be terminated as soon as possible given the lack of any payments and any prospect that further payments will be made.
10. The Tenant submits that the termination of the tenancy should be delayed for a period of 4 months. The Tenant is subject to a conditional sentence order issued on June 5, 2026. The hearing was stood down so the Tenant could provide a copy of that order to the Board. It provides that the Tenant cannot leave his residence other than between 12 p.m. and 4 p.m. on Saturdays in order to obtain the necessities of life, for any medical appointments or emergencies or to carry out the legal obligations he has pursuant to the conditional sentencing order.
11. The Tenant submits that due to this order there will be a great deal of difficulty in finding alternate accommodations as he has limited time during which he can leave his residence to do so, and as he has very limited income. If the Tenant breaches the conditions of the order, he may be ordered to serve the rest of his sentence in custody rather than in the community.
12. The Tenant also testified he is a single father with 2 children, ages 13 and 18 and a dog that live with him.
13. Given the unique circumstances presented, the Tenant's probation officer, Philip Antinacio ("Mr. Antinacio"), was phoned on the record in the hearing to confirm whether or not it was possible for the Tenant to obtain an exception to the conditions in the conditional sentence order to look for new accommodations. Mr. Antinacio was reached during the hearing and he confirmed that while the conditions would not currently permit this, exceptions to the conditions could be made for the purpose of finding new accommodations if an eviction order were issued so long as the Tenant communicated with Mr. Antinacio in regard to these activities.
14. 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 July 15, 2026 pursuant to subsection 83(1)(b) of the Act.
15. I find that even with Mr. Antinacio confirming allowance can be made for the purposes of the Tenant finding new accommodations, it is likely that this process will take some additional time given that the Tenant will have to communicate with Mr. Antinacio with regard to doing so. It will also be a challenge given the Tenant has very limited income to find alternative accommodations.
16. Given the above, and given the children and animal present in the rental unit, I find this short delay of approximately a month is not unfair in the circumstances to allow the Tenant some additional time to secure alternative accommodations. I find that given the Tenant has paid no rent in 15 months and there appears to be no realistic prospect the Tenant will

pay any further amount that any further delay would be unfair to the Landlord given the sizeable debt that has already accrued.

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:**
 - \$28,686.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$30,586.00 if the payment is made on or before July 15, 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 July 15, 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 July 15, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$27,473.17. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$62.47 per day for the use of the unit starting June 12, 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 July 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 16, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 15, 2026, then starting July 16, 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 July 16, 2026.

June 17, 2026
Date Issued

Benjamin Seigel
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 16, 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 June 30, 2026

Rent Owing To June 30, 2026	\$28,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$28,686.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 15, 2026

Rent Owing To July 31, 2026	\$30,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$30,586.00

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

Rent Owing To Hearing Date	\$27,287.17
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$27,473.17
Plus daily compensation owing for each day of occupation starting June 12, 2026	\$62.47 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	