



Order under Section 69 Residential Tenancies Act, 2006

Citation: Vincent Ferraro, 8389411 Canada Limited C/O Sleepwell Property Management v De Gale, 2026 ONLTB 48241

Date: 2026-06-23

File Number: LTB-L-031093-26

In the matter of: 3, 402 MCLEOD ST
OTTAWA ON K2P1A6

Between: Vincent Ferraro, 8389411 Canada Limited Landlord
C/O Sleepwell Property Management

And

Edward De Gale Tenant

Vincent Ferraro, 8389411 Canada Limited C/O Sleepwell Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Edward De Gale (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 16, 2026.

The Landlord's Representative, Anne Skelly, and the Tenant, Edward De Gale, 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 \$2,048.71. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$67.35. This amount is calculated as follows: \$2,048.71 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 \$8,194.84.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,950.00 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.
9. Interest on the rent deposit, in the amount of \$147.09, is owing to the Tenant for the period from April 1, 2023, to June 16, 2026.

Section 83 Considerations

10. The Tenant acknowledged the arrears and testified that he would like to stay in the unit. The Tenant testified that he is 60-years old and submitted that his father had passed away in February of 2025 and that US tariffs have affected his ability to pay the rent on time. The Tenant proposed a payment plan whereby he would pay the monthly rent on time and would pay an additional \$500.00 on the 15th of each month for three months and then would start paying \$1,000.00 a month starting in August.
11. The Landlord's Legal Representative submitted that this the Landlord's third application and that the Tenant was able to have the municipality pay off his arrears in May of 2025. The Tenant has shown a pattern of not paying rent for long periods of time, forcing the Landlord to issue notices that end up getting voided.
12. That said, I find on a balance of probabilities that the Tenant does not have the income to support this tenancy and that the continued payment plans and breaches of same have been continually prejudicial to the Landlord. As such, the Tenant will be given until July 31, 2026 to either void the order or to vacate the unit.
13. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Eviction will be postponed until July 31, 2026, to allow the Tenant to either void the order or to vacate the unit.

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:**
 - \$8,380.84 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,429.55 if the payment is made on or before July 31, 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 31, 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 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,312.64. 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 \$67.35 per day for the use of the unit starting June 17, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 31, 2026, then starting August 1, 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 August 1, 2026.

June 23, 2026
Date Issued

Jagger Benham
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 5, 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	\$8,194.84
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,380.84

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing to July 31, 2026	\$10,243.55
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,429.55

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

Rent Owing to Hearing Date	\$7,223.73
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,950.00
Less the amount of the interest on the last month's rent deposit	- \$147.09
Total amount owing to the Landlord	\$5,312.64
Plus, daily compensation owing for each day of occupation starting June 17, 2026	\$67.35 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	