



Order under Section 69 Residential Tenancies Act, 2006

Citation: Broccolini HLS Limited Partnership v Landry, 2026 ONLTB 49971

Date: 2026-06-30

File Number: LTB-L-032024-26

In the matter of: 11, 55 HUNTLEY ST
TORONTO ON M4Y2L2

Between: Broccolini HLS Limited Partnership Landlord

And

Gilbert Landry Tenant

Broccolini HLS Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Gilbert Landry (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 23, 2026.

The Landlord's Agent Michelle Almonacid, the Landlord's Legal Representative Ahmed Heshmat, the Tenant and the Tenant's support persons Ada So and Helen Yu 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 \$1,106.23. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.37. This amount is calculated as follows: \$1,106.23 x 12, divided by 365 days.
5. The Tenant has paid \$4,125.20 to the Landlord since the application was filed.
6. The Landlord alleges the arrears owing to June 30, 2026 are \$1,111.51.
7. The Tenant disputes the amount of arrears owing. The Tenant testified that he received the Landlord's N1 notice of rent increase set to come into effect on June 1, 2023 90 days

prior, due to Canada Post not having access to the residential complex. Apart from his oral testimony the Tenant was unable to provide any documentation confirming a mail disruption at the residential complex had occurred.

8. The Landlord testified that the N1 notice of rent increase was served on the Tenant via mail on February 21, 2026. The Landlord was unaware of any issues with respect to mail service at the residential complex.
9. Based on the evidence before me I am satisfied on a balance of probabilities that the Landlords sent an N1 notice of rent increase to the tenant via mail on February 21, 2026 and without substantiated evidence of a mail disruption at the residential complex it was deemed served 5 days later pursuant to LTB Rule 3.9.
10. I am satisfied on a balance of probabilities the rent arrears owing to June 30, 2026 are \$1,111.51.
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 \$260.00 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 \$64.06 is owing to the Tenant for the period from August 26, 2012 to June 23, 2026.
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 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.
15. The Tenant testified that he has resided in the rental unit since 2012 and wishes to maintain the tenancy and repay any arrears owing. He suggested a monthly payment plan for the payment of arrears in addition to the payment of ongoing rent be imposed. However, the Tenant did not provide an exact amount for the monthly payment other than a few hundred dollars in addition to monthly rent, something that the Board deemed fair.
16. The Tenant provided testimony with respect to his monthly income being \$1,800.00 per month. He testified that his utilities are included in his monthly rent and believes his monthly expenses are approximately \$300.00, with rent of \$1,106.23 that would leave the Tenant a balance of \$393.77 per month.
17. The Landlord seeks a standard eviction order due to the arrears owing by the Tenant.
18. The Tenant provided financial information for the Board's consideration. Based on the Tenant's income and expenses, I am satisfied the Tenant has the ability to adhere to a repayment plan. The Tenant has resided in the rental unit since 2012 and is a long-term Tenant. The Tenant's request for a repayment plan is granted. Based on the evidence before me a repayment plan of \$200.00 per month is appropriate. This preserves the tenancy and minimizes prejudice to the Landlord as if the Tenant does not comply with the

order, the Landlord may bring an application to terminate the tenancy without further notice to the Tenant.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,297.51 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:

Payment Date	Payment Amount
On or before August 1, 2026	\$200.00
On or before September 1, 2026	\$200.00
On or before October 1, 2026	\$200.00
On or before November 1, 2026	\$200.00
On or before December 1, 2026	\$200.00
On or before January 1, 2027.	\$200.00
On or before February 1, 2027	\$97.51
TOTAL	\$1,297.51

3. If not already paid, the Tenant shall pay to the Landlord the rent for the month of July 2026 by July 15, 2026.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period August 1, 2026 to February 1, 2027 or until the arrears are paid in full, whichever date is earliest.
5. 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 30, 2026
Date Issued

 Sean Ramage
 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.