



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-094211-25

In the matter of: 1418, 4001 STEELES AVE W
NORTH YORK ON M3N 2T8

Between: N.H.D. Developments Limited Landlord

and

Tristan Ricardo Pantlitz Tenant

N.H.D. Developments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Tristan Ricardo Pantlitz (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on December 11, 2025.

Only the Landlord's representative, Nicole Ruby, attended the hearing.

As of 1:48 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

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 \$2,382.50. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$78.33. This amount is calculated as follows: \$2,382.50 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 December 31, 2025 are \$8,667.00.
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 \$2,339.61 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 \$55.29 is owing to the Tenant for the period from January 1, 2025 to December 11, 2025.
10. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order on the L1 Application.

L2 Application – Persistent Late Payment of Rent

11. On October 27, 2025, the Tenant was served with the N8 Notice. The appendix attached to the notice shows 8 partial payments and 1 nonpayment of rent during the period February to October 2025.
12. After the application was filed and to the date of hearing, the Tenant continued to pay rent late or not at all. Based on the evidence before me, I find the Tenant has been persistently late in paying the rent on the date it is due from February to December 2025.
13. The Landlord requested a conditional order requiring the Tenant to pay the ongoing rent on time and in full for one year.

Relief from Eviction

14. The Landlord has attempted to negotiate a payment plan with the Tenant, but the Tenant has not responded. The Landlord was not aware of any reason to delay or deny eviction.
15. As the Tenant did not attend, no other circumstances were presented to me.
16. I did not have any evidence on which I could consider ordering a payment plan nor in the circumstances was I satisfied it was fair to extend the date for eviction without indication from the Tenant that they still wish to preserve the tenancy.
17. 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 be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.

It is ordered that:

L1 Application – Non-Payment of Rent

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 Board in trust:**
 - \$11,235.50 if the payment is made on or before January 16, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the Board 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 January 16, 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 January 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,937.23. 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 \$78.33 per day for the use of the unit starting December 12, 2025 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 January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 16, 2026, then starting January 17, 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 January 17, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period February 1, 2026 to February 1, 2027.

12. If the Tenant fails to make any of the payments in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

January 5, 2026
Date Issued

Adeela Alvez
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 of the Tenant expires on July 17, 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 January 16, 2026

Rent Owing To January 31, 2026	\$11,049.50
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,235.50

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

Rent Owing To Hearing Date	\$7,146.13
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,339.61
Less the amount of the interest on the last month's rent deposit	- \$55.29
Total amount owing to the Landlord	\$4,937.23
Plus daily compensation owing for each day of occupation starting December 12, 2025	\$78.33 (per day)