



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-090377-25

In the matter of: 2, 303 MONA AVE
VANIER ON K1L6Z9

Between: Alsa Investments Landlord

And

Antonio Olivera Tenant

Alsa Investments (the 'Landlord') applied for an order to terminate the tenancy and evict Antonio Olivera (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).

This application was heard by videoconference on December 9, 2025. The Landlord's legal representative Shasta Pearson attended the hearing. The Tenant signed into the hearing but dropped off at 10:22 am, prior to the matter being heard at 11:26 am.

The Landlord's legal representative Shasta Pearson stated that the parties attempted mediation prior to the hearing but the Tenant could not unmute their microphone. She states she tried calling the Tenant by phone at 9:35 am and left a voice mail message but she did not hear back from the Tenant.

As of 11:26 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. 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 \$1,197.20. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.36. This amount is calculated as follows: \$1,197.20 x 12, divided by 365 days.
5. The Tenant has paid \$4,790.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$1,184.80.
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 states that the property manager attended the rental unit in August 2025 and spoke with the Tenant's son who also lives in the rental unit. The Landlord states that both the Tenant and his son are working but the Tenant did not agree to enter into a payment plan for the arrears. The Landlord states that it made monthly telephone calls to the Tenant regarding a repayment of the arrears, but the calls went unanswered.
10. The Landlord requests the termination date for the tenancy be postponed to January 31, 2026.

L2 Application – Persistent Late Payment of Rent

11. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 12 times in the past 14 months as follows:
 - October 2024 rent is due on the first and was paid on January 17, 2025;
 - November 2024 rent is due on the first and was paid on January 17, 2025;
 - December 2024 rent is due on the first and was paid on February 14, 2025;
 - January 2025 rent is due on the first and was paid on March 11, 2025;
 - February 2025 rent is due on the first and was paid on March 11, 2025;
 - March 2025 rent is due on the first and was paid on March 11, 2025;
 - May 2025 rent is due on the first and was paid on May 23, 2025;
 - June 2025 rent is due on the first and was paid on July 3, 2025;
 - July 2025 rent is due on the first and was paid on July 10, 2025;
 - September 2025 rent is due on the first and was paid in December 2025;
 - October 2025 rent is due on the first and was paid in December 2025; and
 - November 2025 rent is due on the first and was paid in December 2025
12. Since the application was filed on October 27, 2025, the Tenant failed to pay the monthly rent on time for the months of November 2025 and December 2025.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including that the Landlord has attempted to negotiate a repayment of the arrears without success. I find that it would not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of

the Act. The Tenant did not attend the hearing. The Landlord has requested that the termination date be postponed to January 31, 2026. The Tenant has made payments towards the arrears since the application was filed. I find postponing the termination of the tenancy to January 31, 2026 is reasonable to allow the Tenant the opportunity to pay the arrears and preserve the tenancy.

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 LTB in trust:**
 - \$2,568.00 if the payment is made on or before January 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 January 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 January 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$527.84. 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 \$39.36 per day for the use of the unit starting December 10, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2026, then starting February 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 February 1, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph 2 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 8, 2026

Date Issued

Kimberly Parish

Vice Chair, 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 August 1, 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 31, 2026

Rent Owing To January 31, 2026	\$7,172.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,790.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$2,568.00

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

Rent Owing To Hearing Date	\$5,131.84
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,790.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$527.84
Plus daily compensation owing for each day of occupation starting December 10, 2025	\$39.36 (per day)