



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-078978-25

In the matter of: 859 PIERRE AVE
WINDSOR ON N9A2K6

Between: Michael Cacaos Landlord
Maricel Cacaos

And

Daniela Nathali Medina Tenant

Michael Cacaos and Maricel Cacaos (the 'Landlord') applied for an order to terminate the tenancy and evict Moises Antonio Garcia Lugo, Daniela Nathali Medina, Editt Rubino and Nicole Rubino (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 27, 2025.

The Landlord and the Tenant, Daniela Medina (DM) attended the hearing.

Determinations:

Preliminary Issue: Who is a Tenant

1. At the hearing, both parties agreed that Nicole Rubino (NR) and Editt Rubino (ER) were listed on the lease as tenants, however neither individual had ever lived in the rental unit. NR is the sister of DM, and ER is the mother of DM.
2. The Landlord stated they added NR and ER as tenants as DM had identified that they would be visiting the home. However, the Landlord never expected that NR or ER would live in the home.
3. Based on the evidence of both parties, I am satisfied that neither NR or ER meet the definition of a 'tenant' pursuant to section 2(1) of the *Residential Tenancies Act, 2006* (the 'Act'). Neither NR or ER has ever paid rent or occupied the rental unit and I find that the parties never intended for NR or ER to have the "right to occupy" the rental unit. As a result, they are not proper respondents to this application.
4. Moises Lugo (ML) is named as a joint tenant on the lease agreement and did reside in the rental unit. DM testified that ML left the rental unit at the beginning of May 2025 due to

domestic violence between the parties. DM acknowledged that she had not originally notified the Landlords when ML vacated the rental unit.

5. The lease does not explicitly whether the tenants are joint tenants or tenants in common, however it identifies DM and ML as tenants who are collectively responsible for the monthly rent amount. In the circumstances, I am satisfied that this is a joint tenancy that was collectively entered into by the Landlord and DM and ML.

Does the LTB have jurisdiction to make an order against ML?

6. ML was not present at the hearing. As noted, it was not disputed that ML was no longer in possession of the rental unit when the application was filed on September 21, 2025. Pursuant to sections 87 and 189.0.1 of the Act, a landlord can bring an application seeking arrears of rent from a tenant or former tenant no longer in possession who vacated on or after September 1, 2021 so long as the application is filed no later than 1 year after the tenant or former tenant has ceased to be in possession, and the tenant or former tenant who is no longer in possession is given notice of the application and hearing.
7. Pursuant to Rule 5.8 of the Rules of Procedure, the Landlord must serve the L10 application and the Notice of Hearing on the Tenant at least 30 days in advance of the hearing. The Landlord must then complete a certificate of service and file it at least 0 days before the hearing date pursuant to Rule 5.16. The Landlord did not purport to serve ML in this fashion.
8. Based on the evidence of the Landlord, and that ML was not present at the hearing, I am not satisfied ML was given proper notice of the application or hearing. As a result, I find that I do not have jurisdiction to make an order against ML.

L1 Application:

9. The Landlord served DM with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). DM 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.
10. As of the hearing date, DM was still in possession of the rental unit.
11. The lawful rent is \$2,600.00. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: $\$2,600.00 \times 12$, divided by 365 days.
13. DM has not made any payments since the application was filed.
14. The rent arrears owing to November 30, 2025 are \$25,650.00. DM did not dispute the amount of the arrears.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

Section 83 Considerations:

17. DM stated she has struggled to pay the rent as the individual for whom she work for has passed away. DM also identified that she has a medical condition that caused her to be hospitalized for 2 weeks and during that period she did not obtain a psotion that she had hoped to. DM later elaborated that she is hoping to apply for disability. Her only source of income is Ontario works, and she receives \$733.00 per month. DM acknowledged that the tenancy is not viable, but sought a delay in eviction for one month to find alternative accommodations as she has 2 dogs and her sister and mother cannot take them due to allergies.
18. The Landlord testified that they tried to work out a payment plan in February 2025, as the Tenants started accumulating arrears in December 2024. At the time, DM had told them that she was going to be getting an inheritance from her grandfather's estate, however to date this has not occurred. The Tenant did not dispute this. The Landlord testified that the arrears are substantial, the Tenant has also stopped paying Enbridge, and the Landlord was notified when the gas was disconnected on November 6, 2025 due to non-payment by the Tenant.
19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act until January 16, 2026.
20. I accept DM's evidence that she has medical conditions that may impact her ability to move, and she has animals that will be impacted by an eviction. I find providing a short delay will allow DM an appropriate amount of time to find new accommodations if she cannot pay the arrears, which will help mitigate the impact. However, given that the arrears are significant and DM has not made any payments since the application was filed, it would be unfair to delay the eviction longer.
21. In these circumstances, I find that it would not be unfair to delay eviction until January 16, 2025.

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:**
 - \$31,036.00 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 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 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 \$25,543.96. 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 \$85.48 per day for the use of the unit starting November 28, 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.

January 5, 2026
Date Issued

Allana McComb
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 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	\$30,850.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$31,036.00

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

Rent Owing To Hearing Date	\$25,357.96
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$25,543.96
Plus daily compensation owing for each day of occupation starting November 28, 2025	\$85.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	