



Order under Section 69 Residential Tenancies Act, 2006

Citation: Law v Montero, 2026 ONLTB 900

Date: 2026-01-06

File Number: LTB-L-084264-25

In the matter of: 135 WESTMEADOW DR
KITCHENER ON N2N3P8

Between: Ka-Mee Law
Maria Lina Law
Landlords

And

Yainiel Montero
Tenant

Ka-Mee Law and Maria Lina Law (the 'Landlords') applied for an order to terminate the tenancy and evict Yainiel Montero (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 9, 2025. Both Landlords attended the hearing. The Landlord's legal representative Ali Bukhari attended the hearing.

As of 3:16 pm, 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 Landlords' evidence.

Determinations:

Preliminary Issue:

1. The Certificate of Service filed by the Landlords note that the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) was served on the Tenant by email on September 15, 2025.
2. The Landlord produced a copy of the lease agreement which notes on page 2 that the parties agreed to service of documents and notices by email. The email address for the Landlords and the Tenant is noted in the lease agreement.
3. I find the Landlords properly served the Tenant with the N4 Notice.

4. The Landlords served the Tenant with a valid 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,691.75. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$88.50. This amount is calculated as follows: \$2,691.75 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to December 31, 2025 are \$12,458.75.
10. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. The Landlords state that they sent a text message to the Tenant on August 28, 2025 regarding repayment of the arrears. The Landlord state on September 15, 2025 and December 1, 2025, the Landlords sent emails to the Tenant, proposing a payment plan for the arrears but no response was received.
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 Landlords have attempted to negotiate a repayment of the arrears with the Tenant and the Tenant has been nonresponsive. I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing, has not made any payments towards the arrears since the application was filed, and the arrears are significant.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$15,336.50 if the payment is made on or before January 17, 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 17, 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 17, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$10,749.50. 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 Landlords compensation of \$88.50 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 Landlords the full amount owing on or before January 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 17, 2026, then starting January 18, 2026, the Landlords 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 Landlords on or after January 18, 2026.

January 6, 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 expires on July 18, 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 17, 2026

Rent Owing To January 31, 2026	\$15,150.50
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,336.50

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

Rent Owing To Hearing Date	\$10,563.50
Application Filing Fee	\$186.00
Total amount owing to the Landlords	\$10,749.50
Plus daily compensation owing for each day of occupation starting December 10, 2025	\$88.50 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	