



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

File Number: LTB-L-084595-25

In the matter of: 306, 8 1/2 REBECCA ST
HAMILTON ON L8R1B4

Between: Surinder Kaloe Landlord

And

Armando Contursi Tenant

Surinder Kaloe (the 'Landlord') applied for an order to terminate the tenancy and evict Armando Contursi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 18, 2025.

Only the Landlord attended the hearing.

As of 2:39 p.m., 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:

Validity of the N4 notice of termination

1. The N4 notice of termination ("N4 notice") the Landlord served the Tenant indicates a rental period from September 1, 2024, to September 1, 2025, for which \$12,000.00 was charged. The rental period is longer than one year, and the amount stated to be charged the Landlord alleged is \$1,000.00 per month. The N4 notice therefore either states the wrong amount charged for the period or incorrectly states the rental period.
2. The Landlord indicated that the rent was due on the 1st of each month and the rent was \$1,000.00 per month.
3. I am therefore satisfied that the rental period was incorrectly stated on the N4 notice.
4. However, subsection 212(2) of the Act provides that an error in the contents of a form, notice, or document will still constitute substantial compliance with the Act provided the error does not significantly prejudice the party's ability to participate in the proceeding.

5. Here, I am satisfied that the error did not significantly prejudice the Tenant's ability to participate in the proceeding. I am satisfied the Tenant knew rent was due on the 1st of the month and that rent was \$1,000.00. I am satisfied that the N4 notice was substantially complaint despite the error with the rental period date.

Amendment to Application

6. The Application claimed arrears for the period of September 1, 2024, through September 1, 2025 in the amount of \$12,000.00. The Landlord clarified at the hearing that the amount was actually for the period of September 1, 2024, through August 31, 2025. The Landlord sought to amend the application at the hearing.
7. As such, I find it appropriate to amend the application. It is fair in the circumstances as it reflects the arrears owing as indicated on the N4 notice which was served on the Tenant. Therefore, the Tenant was aware of what was owing and the amendment brings the application in line with the N4 notice.

Amount of arrears

8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$1,000.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: \$1,000.00 x 12, divided by 365 days.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to December 31, 2025, are \$16,000.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.
15. The Landlord provided that they were unaware of any circumstance of the Tenant that would support denying or delaying eviction. The Landlord said that the Tenant has told the Landlord he has no intention of paying. The Tenant did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application.
16. As such, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$17,186.00 if the payment is made on or before January 18, 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 18, 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 18, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,777.84. 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 \$32.88 per day for the use of the unit starting December 19, 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 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 18, 2026, then starting January 19, 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 19, 2026.

January 7, 2026
Date Issued

Nicole Pedron
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 19, 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 18, 2026

Rent Owing To January 31, 2026	\$17,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,186.00

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

Rent Owing To Hearing Date	\$15,591.84
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$15,777.84
Plus daily compensation owing for each day of occupation starting December 19, 2025	\$32.88 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	