



Order under Section 69 Residential Tenancies Act, 2006

Citation: Thias Rodrigues de Souza c/o Bloom Property Management v Thivierge, 2026 ONLTB 1831

Date: 2026-01-06

File Number: LTB-L-077234-25

In the matter of: B, 526 GREY ST
LONDON ON N6B1H5

Between: Thias Rodrigues de Souza c/o Bloom Property Management Landlord

And

Louis Thivierge Tenants
Sherry Lynn Lane

Thias Rodrigues de Souza c/o Bloom Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Louis Thivierge and Sherry Lynn Lane (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants have been persistently late in paying the Tenants' rent; (L2 Application).

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

This application was heard by videoconference on .

Only the Landlord's Legal Representative, Robert Rose attended the hearing.

As of 9:41 a.m., the Tenants were 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 Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,438.72. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$47.30. This amount is calculated as follows: $\$1,438.72 \times 12$, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to the date of the hearing include \$8,632.35.
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.

L2 Application – Persistent Late Payment of Rent

9. The Tenants have 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 12 months. The Landlord's Legal Representative provided a ledger setting out the Tenants' payments since January 1, 2024 which corroborated the Tenants' persistently late rent payments to the Landlord.
10. Since the N8 notice was served to the Tenants, the Tenants paid \$1,438.72 on July 2, 2025. The Tenants have not paid any rent to the Landlord for August, September, October, November and December of 2025.

Relief from Eviction

11. 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) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 17, 2026.
2. The Tenants shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application.
3. As of the date of the hearing, the Tenants owe the Landlord \$8,818.35. See Schedule 1 for the calculation of the amount owing.
4. The Tenants shall also pay the Landlord compensation of \$47.30 per day for the use of the unit starting to the date the Tenants move out of the unit.

5. If the Tenants do not pay the Landlord the full amount owing on or before January 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 17, 2026, then starting January 18, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 18, 2026.

January 6, 2026
Date Issued

Carrie Bertrand
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 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 as the tenancy is terminated

Rent Owing To	\$8,632.35
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,818.35
Plus daily compensation owing for each day of occupation starting	\$47.30
	(per day)