



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-060295-25

In the matter of: Upper Main Floor, 34 ARGYLE RD
BARRIE ON L4N6P7

Between: Antonio Nardi Landlord
Angelica Nardi
David Greco

And

Amanda Gibbons Tenant
Steven Mank

Antonio Nardi, Angelica Nardi and David Greco (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Gibbons and Steven Mank (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant has been persistently late in paying the Tenant's rent.

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

Antonio Nardi, Angelica Nardi and David Greco (the 'Landlord') also applied for an order requiring Amanda Gibbons and Steven Mank (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on November 6, 2025.

Only the Landlord, Antonio Nardi and Davide Greco, and the Landlord's legal representative, Marian Lippa, attended the hearing.

As of 9:45am, 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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claims for compensation in the application. Therefore, the tenancy will be terminated, the Tenants will be evicted and monetary relief will be ordered.
2. The tenancy is a monthly tenancy that began on April 1, 2024. The lawful monthly rent is \$2,350.00, due on the first day of each month. The Landlords collected a last month's rent deposit of \$2,350.00. Under the tenancy agreement, the Tenants are also responsible to pay utilities in the amount of \$350.00 per month, due on the first day of each month.

N5 Notice – substantial interference

3. On June 30, 2025, the Landlord gave the Tenants an N5 Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding with a termination date of July 21, 2025. The notice alleges that the Tenants failed to pay utilities they were required to pay, resulting in a growing arrears balance and interference with the Landlords' lawful rights and privileges.
4. In support of the N5 notice, the Landlords filed a written brief showing that from October 1, 2024 to June 1, 2025 the Tenants repeatedly failed to pay the \$350.00 monthly utilities as they fell due. Although the Tenants made occasional partial payments in December 2024 and in January, February and March 2025, these payments were not enough to clear the balance, and by June 1, 2025 the unpaid utilities had accumulated to \$1,180.00.
5. The Landlords testified that they have been required to pay the utility providers themselves in order to avoid disconnection and that the Tenants' failure to reimburse them as required by the lease has placed them under financial strain. They submit that this conduct substantially interferes with their lawful rights and privileges as owners of the property.
6. There is no evidence that, within seven days after receiving the N5 notice, the Tenants paid the \$1,180.00 in outstanding utilities, made arrangements satisfactory to the Landlords to do so, or changed their conduct. The Landlords testified that the utilities remained in arrears and that no payments were made after June 30, 2025. I accept this evidence, which is uncontradicted.
7. I find that the Tenants failed over a prolonged period to pay utilities they were contractually obliged to pay, allowing the arrears to build up from October 2024 through June 2025. This conduct has required the Landlords to carry significant utility costs and exposed them to the risk of service disruption. In these circumstances, I am satisfied that the Tenants' failure to pay the utilities has substantially interfered with the Landlords' lawful rights and privileges. The Landlords have therefore proven the ground for termination under subsection 64(1) of the *Residential Tenancies Act, 2006* (the "Act"), and the N5 notice was not voided in accordance with subsection 64(3).

N8 Notice – persistent late payment of rent

8. On June 30, 2025, the Landlords also gave the Tenants an N8 Notice to End your Tenancy for Persistent Late Payment of Rent, with a termination date of August 31, 2025. The notice alleges that from June 2024 to May 2025 the rent was paid late every month.

9. The Landlords' ledger, together with their oral evidence, shows that:

- Rent is due on the first day of each month.
- From June 2024 through May 2025, the Tenants consistently failed to pay rent on the due date and instead made payments later in the month.
- Since the application was filed on July 31, 2025, the Tenants have not made any further rent payments.

10. On the totality of the evidence, I am satisfied that the Tenants have persistently failed to pay the rent on the date it was due within the meaning of section 58 of the Act. The persistent lateness over a full year, followed by a complete cessation of payments after the application was filed, meets the statutory threshold.
11. The Tenant was required to pay the Landlord \$8,344.08 in daily compensation for use and occupation of the rental unit for the period from July 22, 2025 to November 6, 2025.
12. Based on the monthly rent, the daily compensation is \$77.26. This amount is calculated as follows: \$2,350.00 x 12, divided by 365 days.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,350.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$94.16 is owing to the Tenant for the period from April 1, 2024 to November 6, 2025.
15. The Landlords also seek compensation for unpaid utilities. Based on the month-by-month utility history summarized above and the updated figures provided at the hearing, I find that the Tenants have failed to pay utilities they were required to pay under the tenancy agreement, and that the Landlords have incurred out-of-pocket expenses of \$2,580.00 to satisfy those accounts.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act. The Tenants have been persistently late in paying rent for at least a year, have failed to pay substantial utility charges, and have made no payments at all since the application was filed. They did not attend the hearing or provide any evidence of mitigating circumstances or hardship. In these circumstances, I 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. The Tenant must move out of the rental unit on or before January 16, 2026.
2. 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.
3. 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.

4. The Tenant shall pay to the Landlord \$8,344.08, which represents compensation for the use of the unit from July 22, 2025 to November 6, 2025, less any amounts already paid.
5. The Tenant shall also pay the Landlord compensation of \$77.26 per day for the use of the unit starting November 7, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$2,580.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$2,444.16 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. The total amount the Tenant must pay the Landlord is \$8,665.92.
10. 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.

January 5, 2026
Date Issued

Colin Elsby
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 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.