



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

File Number: LTB-L-088628-25

In the matter of: 101, 25 CENTRE ST
LONDON ON N6J0B3

Between: 25 Centre Street Apartments Ltd. Landlord

and

Ariel Sebastian Mejia Pineros Tenant
Nancy P.M Hernandez

25 Centre Street Apartments Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Ariel Sebastian Mejia Pineros and Nancy P.M Hernandez (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 16, 2025.

Only the Landlord's Legal Representative, Harshit Sharma and the Landlord's Agent, Tamoghma Mishra attended the hearing.

As of 10:43 a.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:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 x 12, divided by 365 days.
5. The Landlord's application did not claim rent owing for the month of October 2025. At the hearing the Landlord testified this amount was sought. Rent owing in the amount of

\$1,900.00 for October 2025 was sought on the L1/L9 Information Update and attached calculations, so the Tenant was aware of the amount being sought.

6. As a result, I find the Tenant had notice the Landlord would be seeking the amount of \$1,900.00 owing for October 2025 and so was not prejudiced. I further find it is appropriate and consistent with a fair and expeditious process to amend the application and the application is so amended.
7. The Tenant has paid \$4,446.47 to the Landlord since the application was filed.
8. The rent arrears owing to December 31, 2025, are \$1,253.53.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,900.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$25.90 is owing to the Tenant for the period from June 1, 2025, to December 16, 2025.
12. The Landlord sought to postpone eviction so long as the Tenant paid the arrears and ongoing rent in accordance with the payment plan they testified the parties agreed to before the Application was filed. In the alternative, the Landlord sought a delayed order for termination and eviction that would provide the Tenant until the last day of the payment plan to pay off all arrears, new rent that came due, and the cost of filing their L1 Application.
13. A copy of a consent signed by both parties was provided. The Tenant was not in attendance at the time of the hearing and so I was unable to verify his understanding of the terms of the consent that was signed at that time, or otherwise issue a consent order. However, I have considered the terms of the consent under s. 83 of the Act.
14. The payment plan signed by the Tenant did not reflect the filing fee or require that future rent payments being made in full and on time. However, I find the parties have been working together in an attempt to preserve the tenancy by having the Tenant pay down the arrears as the Tenant has largely made payments in accordance with the payment agreement and paid new rent on time in full.
15. However, at the hearing on December 16, 2025, there was no evidence the payment agreed to on December 15, 2025, had in fact been paid. That said, the Landlord was still open to providing the Tenant until January 15, 2026, to pay off all arrears. However, this did not account for the payment of the filing fee.
16. In the above circumstances, I find it appropriate to provide the Tenant with a further 2 weeks than the delayed eviction date requested by the Landlord to pay off all arrears, any new rent that has come due, and the filing fee. This provides the Tenant with additional time to preserve the tenancy. If the Tenant does not comply, this will also obviate the need for the Landlord to bring a further application for termination and eviction under s. 78 of the Act as would be required for non-compliance with a payment plan.

17. 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 not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) 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:**
 - \$3,339.53 if the payment is made on or before January 31, 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 31, 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 31, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,386.85. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$62.47 per day for compensation for the use of the unit starting December 17, 2025 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 February 1, 2026.

January 8, 2026
Date Issued

Samantha Greaves
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 August 1, 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 19, 2026

Rent Owing To January 31, 2026	\$7,600.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,446.47
Total the Tenant must pay to continue the tenancy	\$3,339.53

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

Rent Owing To Hearing Date	\$4,799.52
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,446.47
Less the amount of the last month's rent deposit	- \$1,900.00
Less the amount of the interest on the last month's rent deposit	- \$25.90
Total amount owing to the Landlord	\$(1,386.85)
Plus daily compensation owing for each day of occupation starting December 17, 2025	\$62.47 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	