



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

File Number: LTB-L-075099-25

In the matter of: 702, 171 CHURCH ST E
BRAMPTON ON L6V1H5

Between: CORNELIA INVESTMENTS LIMITED C/O Landlord
GOSSNER & HORNAR MANAGEMENT LTD.

And

MARIA LOAYZA Tenant

CORNELIA INVESTMENTS LIMITED C/O GOSSNER & HORNAR MANAGEMENT LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict MARIA LOAYZA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 26, 2025.

The Landlord's Legal Representative Emily Barbaty and the Tenant Maria Loayza attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order.

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 \$1,362.25. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$44.79. This amount is calculated as follows: $\$1,362.25 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to November 30, 2025 are \$9,336.27.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,250.00 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.
9. Interest on the rent deposit, in the amount of \$113.63 is owing to the Tenant for the period from October 1, 2021 to November 26, 2025.

Relief from eviction

10. The Tenant requested relief from eviction on the basis that Peel Housing would make a one-time payment to settle the rent arrears, after which the Tenant would resume paying rent monthly. The Tenant testified that the arrears arose due to a serious illness that required her to stop working for a period of time, and that she has since returned to full-time employment earning approximately \$2,500 per month. The Tenant lives alone in the rental unit. However, the Tenant was unable to provide any details as to when the alleged Peel Housing payment would be made, the amount of the payment, or whether it has been approved, and no documentary evidence was submitted to confirm that any funds are forthcoming.
11. On cross-examination, the Tenant acknowledged that no rent has been paid since April 2025 and that, if assistance from Peel Housing does not materialize, she is unable to repay the arrears on her own and would need to seek help from family.
12. 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. While I accept that the Tenant has experienced significant personal and medical hardship, I find that the request for relief is speculative and not supported by evidence demonstrating an ability or willingness to pay the rent arrears or maintain the tenancy going forward.

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:**
 - \$12,246.77 if the payment is made on or before January 20, 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 20, 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 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,960.93. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$44.79 per day for the use of the unit starting November 27, 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 20, 2026, then starting January 21, 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 21, 2026.

January 9, 2026
Date Issued

Kyle Anderson
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 21, 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 20, 2026

Rent Owing To January 31, 2026	\$12,060.77
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,246.77

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

Rent Owing To Hearing Date	\$9,138.56
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,250.00
Less the amount of the interest on the last month's rent deposit	- \$113.63
Total amount owing to the Landlord	\$7,960.93
Plus daily compensation owing for each day of occupation starting November 27, 2025	\$44.79 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	