



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

File Number: LTB-L-087704-25

In the matter of: B814, 3200 DAKOTA COMMON
BURLINGTON ON L7M2A7

Between: VM & JG Holdings Inc. Landlord

And

Gaston E. Queirolo Anda Tenants
Patricia Lundh Iturralde

VM & JG Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Gaston E. Queirolo Anda and Patricia Lundh Iturralde (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 8, 2026.

The Landlord's Agent, Vlad Miropolsky, the Landlord's Representative, Kathleen Lovett, and the Tenants, Gaston E. Queirolo Anda, Patricia Lundh Iturralde, attended the hearing.

Determinations:

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 \$3,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$108.49. This amount is calculated as follows: \$3,300.00 x 12, divided by 365 days.
5. The Tenants have paid \$3,300.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$13,200.00.

7. The Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges and \$10.00 for bank fees the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenants which were returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,300.00 from the Tenants 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.
10. Interest on the rent deposit, in the amount of \$203.54 is owing to the Tenants for the period from June 20, 2023, to January 8, 2026.

Relief from eviction

11. The Tenants requested relief from eviction and submitted that they are employed as a realtor and expect to receive income from two real estate transactions closing later in January 2026. The Tenant stated that these commissions would allow them to make additional payments toward the rent arrears this month and to resume paying the lawful monthly rent in full and on time beginning February 1, 2026. The Tenant further proposed to repay the outstanding rent arrears over a 12-month period.
12. The Landlord opposed granting relief from eviction. The Landlord submitted that there has been a pattern of non-payment and repeated Board proceedings, including a prior L1 application that was voided after payment and a recently heard N8 application for which an order has not yet issued. The Landlord argued that the Tenants' failure to consistently prioritize rent payments, the speculative nature of commission-based income, and the ongoing accrual of legal costs unfairly prejudice the Landlord and demonstrate that relief should not be granted.
13. 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 February 1, 2026 pursuant to subsection 83(1)(b) of the Act. I accept that there has been a history of rent arrears and prior Board involvement, which weighs against granting relief. However, I also considered that the Tenants attended the hearing, acknowledged the arrears, and provided evidence of anticipated short-term income that, if received, would allow them to stabilize the tenancy. I am satisfied that granting temporary and limited relief until February 1, 2026 appropriately balances the interests of both parties.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$13,436.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$16,736.00 if the payment is made on or before February 1, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 1, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 1, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$7,500.38. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$108.49 per day for the use of the unit starting January 9, 2026, until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before February 1, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 2, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 1, 2026, then starting February 2, 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 February 2, 2026.

January 13, 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 August 2, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing to January 31, 2026	\$16,500.00
Application Filing Fee	\$186.00
NSF Charges	\$50.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$3,300.00
Total the Tenants must pay to continue the tenancy	\$13,436.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 1, 2026

Rent Owing to February 28, 2026	\$19,800.00
Application Filing Fee	\$186.00
NSF Charges	\$50.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$3,300.00
Total the Tenants must pay to continue the tenancy	\$16,736.00

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing to Hearing Date	\$14,067.92
Application Filing Fee	\$186.00
NSF Charges	\$50.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$3,300.00
Less the amount of the last month's rent deposit	- \$3,300.00
Less the amount of the interest on the last month's rent deposit	- \$203.54
Total amount owing to the Landlord	\$7,500.38
Plus, daily compensation owing for each day of occupation starting January 9, 2026	\$108.49 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	