



Order under Section 69 Residential Tenancies Act, 2006

Citation: Faiazza v Baker, 2026 ONLTB 4326

Date: 2026-01-16

File Number: LTB-L-083979-25

In the matter of: 704, 141 CATHARINE ST S
HAMILTON ON L8N2J7

Between: Marco Faiazza Landlord

And

Donald Baker Tenant

Marco Faiazza (the 'Landlord') applied for an order to terminate the tenancy and evict Donald Baker (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Landlord's Representative, Alaa Noui, the Tenant, and the Tenant's Support, Sarah Hanes, attended the hearing.

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 \$1,150.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.81. This amount is calculated as follows: \$1,150.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,050.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$(1,750.00).
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.

Relief from eviction

9. The Tenant requested relief from eviction, acknowledged the rent arrears as set out above, and submitted that they are on a fixed income with support. The Tenant stated that they are able to pay the outstanding rent arrears in the amount of \$1,700.00 by the end of January 2026 and can resume paying the lawful monthly rent in full and on time beginning February 1, 2026.
10. The Landlord did not cross-examine the Tenant on their request for relief from eviction. The Landlord's representative expressed concern regarding the Tenant's ability to pay, noting that non-payment has been an ongoing issue, and requested confirmation that the Tenant has the financial capacity to comply with future rent obligations.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, 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. This limited relief provides the Tenant with a brief opportunity to address the rent arrears and resume regular rent payments, while protecting the Landlord's interests by requiring compliance with the conditions of this order.

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:**
 - \$3,036.00 if the payment is made on or before February 1, 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 February 1, 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 February 1, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,038.48. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$37.81 per day for the use of the unit, starting January 9, 2026, 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 February 1, 2026, the Tenant 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 16, 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 Tenant 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	\$6,900.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,050.00
Total the Tenant must pay to continue the tenancy	\$3,036.00

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

Rent Owing to Hearing Date	\$4,902.48
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,050.00
Total amount owing to the Landlord	\$1,038.48
Plus, daily compensation owing for each day of occupation starting January 9, 2026	\$37.81 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	