Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-083343-25

In the matter of: 909, 3561 EGLINTON AVE W
YORK ON M6M5C7

Between: NEW SPADINA GARMENT INDUSTRY CORP — Landlord

And

MARIA DE LEON — Tenant

NEW SPADINA GARMENT INDUSTRY CORP (the 'Landlord') applied for an order to terminate the tenancy and evict MARIA DE LEON (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 7, 2026.

The Landlord’s agent, Ramona Hossu and the Tenant 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.

What is the lawful rent?

3. The Landlord submits that the lawful rent is $2,416.00, due on the 1st day of each month. The Tenant submits that the lawful rent is $1,620.00.
4. The Tenant testified that the tenancy commenced in January 2018, and in or about December 2023, she decided to take in a roommate. She stated that she attended the management office to inquire about the process and was advised by the building manager what the prospective occupants would need to submit.
5. The Tenant stated that on January 13, 2024, she spoke with the general manager, Ramona, and advised that she had selected a family of three to occupy the unit. The

Tenant explained that Ramona advised her that the rent would increase because the additional occupants would use more utilities, increasing the rent from $1,620.00 to $2,330.00. The Tenant testified that Ramona told her she could keep the occupants and that once they moved out and management was notified, the rent would return to the original amount. The Tenant acknowledged that this discussion was verbal only.

6. The Tenant testified that on January 18, 2024, she signed a new written lease identifying her as the sole tenant and the additional individuals as permitted occupants. She testified that the occupants remained in the unit until July 31, 2025. The Tenant confirmed that throughout this period she continued to pay the former monthly rent amount of $1,620.00. The Tenant did not file any documentary evidence to support her position, and confirmed that the amount of rent arrears claimed by the Landlord is correct.

7. The Landlord testified that the tenancy originally commenced on June 1, 2018, and that in January 2024 the parties renegotiated the tenancy when the Tenant requested to add permitted occupants. The Landlord submitted the written lease signed on January 18, 2024 (Doc. ID #7066616). The Landlord stated that at no time did it agree, verbally or otherwise, that the rent would revert to the original amount once the permitted occupants vacated, and that no such term appears in the written lease. The Landlord further testified that the Tenant paid only $1,620.00 despite the executed lease and that this resulted in rent arrears.

8. The Landlord submitted that a subsequent rent increase to the January 2024 signed lease took place in January 2025 by way of an N2 Notice of Rent Increase (Doc. ID #7066599), which the Tenant did not dispute at the time.

Analysis

9. The central issue is whether the lawful rent reverted to the prior amount after the permitted occupants vacated. The onus rests with the Tenant to establish that the rent claimed is not lawful. While the Tenant testified to an alleged verbal assurance that the rent would return to $1,620.00, no documentary evidence was filed to support this assertion. In contrast, the Landlord filed a written lease executed on January 18, 2024, which clearly and unambiguously sets the monthly rent at $2,330.00 and contains no term providing for a future reversion of rent. As a matter of law, the Board prefers clear written agreements over unsupported oral statements, particularly where the written agreement post-dates the alleged verbal discussion.

10. The evidence establishes that the January 2024 lease constituted a valid renegotiation of the tenancy, which the Tenant voluntarily entered into. Once executed, the rent set out in that lease became the lawful rent. The Tenant's unilateral decision to continue paying the former rent does not alter the lawful rent. The subsequent issuance of an N2 Notice of Rent Increase in January 2025, which the Tenant did not dispute, further supports the Landlord's position that the rent established in January 2024 was the lawful rent.

11. The Tenant confirmed that the arrears amount claimed by the Landlord is correct and that the arrears arose solely from paying less than the monthly rent required under the written lease. In the absence of evidence establishing that the rent was unlawful or that the lease was subject to a binding condition, I find that the lawful rent is the amount set out in the

January 2024 lease and that the Landlord has met its onus. The lawful monthly rent is $2,416.00.

12. Based on the Monthly rent, the daily rent/compensation is $79.43. This amount is calculated as follows: $2,416.00 x 12, divided by 365 days.

13. The Tenant has paid $4,880.00 to the Landlord since the application was filed.

14. The rent arrears owing to January 31, 2026, are $5,107.00. The Tenant confirmed the arrears claimed by the Landlord to be correct and did not dispute the amount of arrears claimed.

15. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.

16. The Landlord collected a rent deposit of $2,194.00 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.

17. Interest on the rent deposit, in the amount of $0.88 is owing to the Tenant for the period from January 1, 2026, to January 7, 2026.

Relief from Eviction

18. The Tenant confirmed that the arrears claimed are correct and did not propose a viable repayment plan that would bring the tenancy into good standing within a reasonable time. In the absence of supporting evidence or meaningful mitigating information and given the prejudice to the Landlord in continuing to carry significant arrears, I find that granting relief from eviction would be unfair. Accordingly, I decline to exercise my discretion to grant relief from eviction.

19. 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 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 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:**

    - $5,293.00 if the payment is made on or before January 24, 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 24, 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 24, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord $1,238.13. 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 $79.43 per day for the use of the unit starting January 8, 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 January 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 25, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 24, 2026, then starting January 25, 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 25, 2026.

January 13, 2026
Date Issued

Nathan Korenberg
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 25, 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 24, 2026

Rent Owing To January 31, 2026	$9,987.00
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $4,880.00
Total the Tenant must pay to continue the tenancy	**$5,293.00**

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

Rent Owing To Hearing Date	$8,127.01
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $4,880.00
Less the amount of the last month's rent deposit	- $2,194.00
Less the amount of the interest on the last month's rent deposit	- $0.88
Total amount owing to the Landlord	**$1,238.13**
Plus daily compensation owing for each day of occupation starting January 8, 2026 **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is $50,000.00.	$79.43 (per day)