



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

**File Number:** LTB-L-085043-25

**In the matter of:** 275, 150 HONEYCRISP CRES  
CONCORD ON L4K0N7

**Between:** Valerie Silva Landlord  
Michael Robillard

**And**

Natasha Levy Tenant

Valerie Silva and Michael Robillard (the 'Landlord') applied for an order to terminate the tenancy and evict Natasha Levy (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 and the Tenant attended the hearing.

**Preliminary matter: Tenant Request to Adjourn**

1. At the outset of the hearing, the Tenant requested an adjournment on the basis that she had a medical appointment scheduled for the same time as the hearing. I denied the request. Pursuant to the LTB Rules of Procedure and the Guideline on Adjournments, adjournments are not granted as of right and may only be allowed where there is a compelling reason, supported by sufficient detail, and where granting the request would not result in unfairness or prejudice to the other party.
2. The Landlord objected to the adjournment request and submitted that the application had been outstanding for some time, and a further delay would prolong the non-payment of rent and defer the timely resolution of the dispute
3. The Tenant did not provide any medical documentation or specific evidence establishing that she was unable to meaningfully participate in the hearing, nor did she demonstrate that the appointment could not be rescheduled or that the conflict arose unexpectedly. I also considered the prejudice to the Landlord, who was prepared to proceed and had incurred time and expense to attend the hearing. The Tenant was able to participate fully, provide testimony, respond to questions, and make submissions without any apparent difficulty. In these circumstances, I am satisfied that denying the adjournment was

consistent with the LTB Rules and Guidelines and did not result in any procedural unfairness to the Tenant.

**Determinations:**

4. 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.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Tenant vacated the rental unit on November 30, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
7. The lawful rent is \$3,650.00. It was due on the 1st day of each month.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to November 30, 2025, are \$14,350.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$3,650.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
12. Interest on the rent deposit, in the amount of \$96.50 is owing to the Tenant for the period from November 10, 2024, to November 30, 2025.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of November 30, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$10,789.50. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.

**January 20, 2026**  
**Date Issued**

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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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay as the tenancy is terminated**

|                                                                         |                    |
|-------------------------------------------------------------------------|--------------------|
| Rent Owing To Move Out Date                                             | \$14,350.00        |
| Application Filing Fee                                                  | \$186.00           |
| <b>Less</b> the amount of the last month's rent deposit                 | - \$3,650.00       |
| <b>Less</b> the amount of the interest on the last month's rent deposit | - \$96.50          |
| <b>Total amount owing to the Landlord</b>                               | <b>\$10,789.50</b> |