



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hardit Corporation c/o Realstar Corp. v Ayala, 2026 ONLTB 5905

Date: 2026-01-22

File Number: LTB-L-097737-25

In the matter of: 901, 15 BROOKBANKS DR
TORONTO ON M3A2S9

Between: Hardit Corporation c/o Realstar Corp. Landlord

And

Sara Ayala Tenants
Gustavo Gomez Cruz

Hardit Corporation c/o Realstar Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Sara Ayala and Gustavo Gomez Cruz (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 12, 2026.

Only the Landlord's Legal Representative, Faith McGregor, attended the hearing.

As of 10:23 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate in accordance with the order below.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On November 12, 2025, the Landlord gave the Tenants an N8 notice of termination, deemed served on November 17, 2025, with a termination date of January 31, 2026 (the 'N8 Notice'). The N8 Notice alleges that the Tenants failed to pay the rent when it was due 12 times from December 2024 to November 1, 2025.

Persistently Late

4. Based on the uncontested evidence of the Landlord, I find that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The details of the persistent failure to pay the rent on the date it becomes due and payable, as stated in the N8 Notice, and as submitted at the hearing, are as follows:
 - Rent from December 2024 to March 1, 2025 was paid late, being after the 1st of the month;
 - Rent for April 2025 was only partially paid; and
 - Rent from May 2025 to November 2025 was not paid at all.
5. In addition, the Landlord's Legal Representative submitted that, since the N8 Notice was served, the Tenants have failed to pay the rent for December 2025 and January 2026.

Daily compensation & Filing Fee

6. Based on the monthly rent, the daily compensation is \$59.36. This amount is calculated as follows: \$1,805.45 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction / Section 83 of the Act

8. The Landlord's Legal Representative requested termination of the tenancy of January 31, 2026 or as soon as possible thereafter and submitted that the Landlord relies on the timely payment of the rent in order to properly administer and operate the residential complex.
9. As the Tenants were not present to speak to their circumstances, the Landlord's Legal Representative was asked if they were aware of any circumstances of the Tenants that would give rise to delaying or denying eviction. The Landlord's Legal Representative stated that she was not aware of any such circumstances.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act') and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlord. The Tenants have persistently failed to pay the rent on the date it becomes due and the Tenants did not attend the hearing to dispute this or to request relief from eviction. As such, the Tenants shall have the standard 11 days to find a new home and move out.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 2, 2026.
2. If the unit is not vacated on or before February 2, 2026, then starting February 3, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

3. Upon receipt of this order, the Sheriff is directed to give vacant possession of the unit to the Landlord on or after February 3, 2026.
4. The Tenants shall pay the Landlord compensation of \$59.36 per day for the use of the unit starting February 1, 2026 until the date the Tenants move out of the unit.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenants do not pay the Landlord the full amount owing under paragraph 5 of this order, on or before February 2, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 3, 2026 at 4.00% annually on the balance outstanding.

January 22, 2026
Date Issued

Rachel Gibbons
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 of the Tenants expires on August 3, 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.