



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

File Number: LTB-L-092379-25

In the matter of: UPPER UNIT, 9 CAVERN CRT
Toronto ON M6M2P1

Between: Theodore J Ma Landlords
Sandra Demitro

And

Janna Evans Tenant

Theodore J Ma and Sandra Demitro (the 'Landlords') applied for an order to terminate the tenancy and evict Janna Evans (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 15, 2026.

Only the Landlords attended the hearing.

As of 2:01 p.m., the Tenant was 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 Landlords' evidence.

Determinations:

Preliminary Issues

Amending the Application

1. At the hearing, I brought to the Landlords attention that the application did not properly reflect the rental period and the amount owing to the Landlords as of the date the application was filed. The L1/L9 Update Sheet was provided to the Tenant and the Board before the hearing, however the amount indicated on the L1/L9 Update Sheet was incorrect and reflected an amount that was less than what is owing by the Tenant.
2. Although the L1/L9 Update Sheet did not reflect the proper amount owing to the Landlord, the Tenant was served the Notice of Hearing by the Board and chose not to attend the hearing.

3. The Tenant has made payments since the N4 Notice was served and since the application was filed. I find it is reasonable to conclude that the Tenant knew or ought to have known that additional rent continued to accrue and was aware of both the payments made and the amount being claimed by the Landlord. In these circumstances, I find that permitting the amendment does not result in any prejudice to the Tenant. Accordingly, the application is amended to reflect that the Tenant owes rent arrears in the amount of \$8,199.98 for the period from July 1, 2024, to November 30, 2025.

N4 Notice of Termination

1. The Landlords 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 \$2,626.56. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$86.35. This amount is calculated as follows: $\$2,626.56 \times 12$, divided by 365 days.
5. The Tenant has paid \$5,125.00 to the Landlords since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$8,328.10.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,500.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$237.55 is owing to the Tenant for the period from February 2, 2022 to January 15, 2026.
10. 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 Landlords 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 Landlords 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 Landlords or to the LTB in trust:**
 - \$8,514.10 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,140.66 if the payment is made on or before February 3, 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 3, 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 3, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$4,445.24. 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 Landlords 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 Landlords compensation of \$86.35 per day for the use of the unit starting January 16, 2026 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlords the full amount owing on or before February 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 4, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 3, 2026, then starting February 4, 2026, the Landlords 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 Landlords on or after February 4, 2026.

January 23, 2026
Date Issued

Christina Philp
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 4, 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 31, 2026

Rent Owing To January 31, 2026	\$13,453.10
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$5,125.00
Total the Tenant must pay to continue the tenancy	\$8,514.10

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 3, 2026

Rent Owing To February 28, 2026	\$16,079.66
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$5,125.00
Total the Tenant must pay to continue the tenancy	\$11,140.66

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

Rent Owing To Hearing Date	\$12,121.79
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$5,125.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$237.55
Total amount owing to the Landlords	\$4,445.24
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$86.35 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

