



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2600 Jane Street Apts v De Jesus Sousa, 2026 ONLTB 6709

Date: 2026-01-22

File Number: LTB-L-097874-25

In the matter of: 1104, 2600 JANE ST
NORTH YORK ON M3L1S2

Between: 2600 Jane Street Apts Landlord

And

Fernanda Maria De Jesus Sousa Tenant
Antonio Pestana

2600 Jane Street Apts (the 'Landlord') applied for an order to terminate the tenancy and evict Fernanda Maria De Jesus Sousa and Antonio Pestana (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

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

This application was heard by videoconference on January 14, 2026.

Only the Landlord, represented by Carlie de Vos, attended the hearing.

As of 10:11 AM, 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 Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 13, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleges that the Tenant has paid rent late since December 2024.

4. The rent roll indicates payments as follows:
 1. December 2024 paid January 15, 2025
 2. January 2025 paid January 24, 2025
 3. February 2025 paid February 27, 2025
 4. March 2025 paid April 1, 2025
 5. April 2025 paid May 15, 2025
 6. May 2025 paid June 26, 2025
 7. June 2025 paid August 3, 2025
 8. July 2025 paid August 3, 2025
 9. August 2025 paid August 9, 2025
 10. September 2025 paid October 31, 2025
 11. October 2025 partially paid on October 31, 2025 and remains unpaid
 12. November 2025 not paid
 13. December 2025 not paid
 14. January 2026 not paid
5. Based on the uncontested evidence the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late or remains unpaid for that last 14 months.
6. Based on the monthly rent, the daily compensation is \$50.22. This amount is calculated as follows: $\$1,527.55 \times 12$, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,527.19 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$22.76 is owing to the Tenant for the period from May 1, 2025, to January 14, 2026.
9. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), 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. The Tenant 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 Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after February 3, 2026.
4. The Tenant shall also pay the Landlord compensation of \$50.22 per day for the use of the unit starting February 1, 2026, until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 2, 2026, the Tenant 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

Jeanie Theoharis
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 Tenant 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.

