



Order under Section 69 Residential Tenancies Act, 2006

Citation: 913255 Ontario Inc. v Briand, 2026 ONLTB 7164

Date: 2026-01-22

File Number: LTB-L-081468-25

In the matter of: Bsmt, 21 RUSHOLME PARK CRES
TORONTO ON M6J2E1

Between: 913255 Ontario Inc. Landlord
Salvatore Benedetto

And

Michael Briand Tenant

913255 Ontario Inc. and Salvatore Benedetto (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Briand (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 9, 2025.

The Landlord Salvatore Benedetto, the Landlord's agent Janet Borolussi, 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.
3. The lawful rent is \$1,185.44. It is due on the 10th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$38.97. This amount is calculated as follows: \$1,185.44 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 9, 2025 are \$3,556.32.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. 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.
10. The Tenant testified at the hearing that a mold issue was present in the rental unit that had significantly affected his ability to work. The Tenant testified that red sores emerged on his face, which he attributed to mold in the apartment. He testified that he works as a bartender and his employer denied him shifts due to the sores. The Tenant testified that he had left the rental unit on August 19, 2025, while the mold issue was being addressed and had moved back into the unit during the first week of December.
11. I asked the Tenant and the Landlord a series of follow-up questions regarding this issue out of concern that the Board may be required to refuse to grant the Landlord's application because the Landlord is in serious breach of their responsibilities under the Act: subsection 83(3).
12. Mr. Benedetto, one of the Landlords, testified that a ticket was issued by the Tenant regarding the mold issue on August 15, 2025, and that a representative of the Landlord attended the rental unit the next day. Mr. Benedetto testified that a leak was identified and contractors attended the rental unit on August 20, 2025 to remediate the mold issue. Mr. Benedetto testified that further cosmetic work took place at a later date, but that the mold was removed as of August 20, 2025. He further testified that he told the Tenant on September 15, 2025, that the mold issue had been resolved in August.
13. The Tenant did not present any documentary evidence linking his symptoms with the presence of mold in the rental unit or any evidence (beyond his testimony) that any mold issue persisted after August 20, 2025.
14. Based on the testimony provided at the hearing, I am satisfied on a balance of probabilities that the Landlord responded reasonably to the maintenance issue that the Tenant brought to his attention and, therefore, is not in serious breach of the Landlord's responsibilities under the Act. As such, there is no requirement to refuse the Landlord's application pursuant to subsection 83(3).
15. As stated above, in all of the circumstances, I think it would be unfair to the Landlord to grant relief from eviction.
16. The Tenant has made no rent payments to the Landlord since this application was filed. While the mold issue created a temporary disruption in the Tenant's income, the Landlord addressed the issue promptly. It is not clear, based on what was presented at the hearing, why a complication resulting from an issue that was resolved in August would disrupt the Tenant's income for four months subsequently.
17. The Tenant also testified that he did not apply to rent relief programs that his Landlord referred him to and that he had only recently applied for social benefits.

18. The Landlord is entitled to timely payment of the rent arrears and it would be unfair – absent compelling circumstances – to grant relief. As such, no relief from eviction is granted in this case.

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:**
 - \$6,113.20 if the payment is made on or before February 2, 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 2, 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 2, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,742.32. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$38.97 per day for the use of the unit starting December 10, 2025 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 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.
8. 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.
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 February 3, 2026.

January 22, 2026
Date Issued

Jeremy Henderson
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 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.

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 February 2, 2026

Rent Owing To February 9, 2026	\$5,927.20
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,113.20

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

Rent Owing To Hearing Date	\$3,556.32
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$3,742.32
Plus daily compensation owing for each day of occupation starting December 10, 2025	\$38.97 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	