



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

File Number: LTB-L-093058-25

In the matter of: Basement, 1139 DOVERCOURT RD
TORONTO ON M6H2Y1

Between: Jeffrey Bennett Landlord

And

Luisa Rivero Tenants
Juan Rivero

Jeffrey Bennett (the 'Landlord') applied for an order to terminate the tenancy and evict Luisa Rivero and Juan Rivero (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 19, 2026.

Only the Landlord attended the hearing.

As of 3:01 p.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:

Preliminary Issue: Amending the Application

1. The Landlord's application claims arrears for the period from 01/06/2025 to 05/11/2025.
2. At the hearing the Landlord clarified that the intended rent period for the arrears claimed was from June 1, 2025 to November 30, 2025. The end of the rent period is the last day of each month. The original period entered on the application was done so in error, and the amount of arrears claimed remains the same.
3. The Landlord requested to amend the application to reflect the correct rental period claimed. Taking into consideration Rule 15 of the Board's Rules of Procedure, the nature of the error, and the amount of arrears remaining unchanged, I am satisfied there is minimal prejudice to the Tenant in granting the request. The application is therefore amended to list the end of the rental period claiming arrears as 30/11/2025.

L1 Application:

4. The Landlord served the Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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. At the hearing, the Landlord clarified that there was an error with respect to the end of the rental period claimed on the N4. The Landlord mistakenly entered "24/09/2025" (the date he signed the N4 Notice) as the end of the rental period claimed, when he meant to enter "30/09/2025." Having considered the Landlord's submissions and the nature of the error, I am satisfied that the N4 Notice is substantially compliant with the requirements under the *Residential Tenancies Act, 2006* (the 'Act'), per section 212 of the Act, and is therefore valid.
6. As of the hearing date, the Tenants were still in possession of the rental unit.
7. The lawful rent is \$1,400.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.
9. The Tenants have not made any payments since the application was filed.
10. The rent arrears owing to January 31, 2026 are \$10,700.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Landlord's multiple attempts to negotiate a repayment agreement with the Tenants 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 Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,886.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$12,286.00 if the payment is made on or before February 9, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 9, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 9, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$10,360.57. 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 Tenants shall also pay the Landlord compensation of \$46.03 per day for the use of the unit starting January 20, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 9, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 9, 2026, then starting February 10, 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 10, 2026.

January 29, 2026

Date Issued

Fotoula Hatzantonis

Member, Landlord and Tenants 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 10, 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 Tenants 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	\$10,700.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$10,886.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 9, 2026

Rent Owing To February 28, 2026	\$12,100.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$12,286.00

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

Rent Owing To Hearing Date	\$10,174.57
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$10,360.57
Plus daily compensation owing for each day of occupation starting January 20, 2026	\$46.03 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	