



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

File Number: LTB-L-081714-25

In the matter of: 208, 1725 Pure Springs Blvd
Pickering ON L1X0C4

Between: Diana Gisela Padierna Cazares Landlords
Abdul-Wadud Ibrahim Towfeq

And

Darrian Nicolette Capizzo Tenant

Diana Gisela Padierna Cazares and Abdul-Wadud Ibrahim Towfeq (the 'Landlords') applied for an order to terminate the tenancy and evict Darrian Nicolette Capizzo because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlords attended the hearing.

Scott Andrew Read and his legal representative, Brittney-Rose Ward, attended the hearing. Mr. Read was initially listed as a respondent to this application but was removed on consent of the parties present at the hearing, as explain in the body of the order below.

As of 11:30 a.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:

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.

Scott Read is Removed as a Respondent to the Landlords' Application

3. Scott Andrew Read was initially listed on the Landlords' application as a respondent. At the hearing, the Landlords informed the Board that they would like to remove Mr. Read as a respondent from their application, as he no longer resides in the rental unit and has privately agreed to settle disputes with the Landlord regarding the rental unit.
4. I informed the parties that I would remove Mr. Read as a respondent, given the uncontested request from the Landlords to do so. However, I also informed the parties that, in doing so, I make no findings about whether Mr. Read was or continues to be a tenant of the rental unit.
5. After Mr. Read was removed as a respondent, the hearing proceeded on an uncontested basis as the Tenant – Ms. Capizzo – was neither present nor represented.

The Rent Arrears

6. The lawful rent is \$2,700.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to December 31, 2025 are \$10,800.00.
10. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlords collected a rent deposit of \$2,700.00 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.
12. Interest on the rent deposit, in the amount of \$57.88 is owing to the Tenant for the period from January 31, 2025 to December 9, 2025.
13. 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:**
 - \$13,686.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$16,386.00 if the payment is made on or before February 7, 2026. See Schedule 1 for the calculation of the amount owing.
3. Any amounts paid by Scott Andrew Read to the Landlords in relation to his use of the rental unit during the period covered by the arrears shall be deducted from the amount the Tenant is required to pay under paragraph 2 or 6 of this order.
 4. 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 7, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 5. **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 7, 2026.**
 6. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$6,327.05. 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.
 7. The Tenant shall also pay the Landlords compensation of \$88.77 per day for the use of the unit starting December 10, 2025 until the date the Tenant moves out of the unit.
 8. If the Tenant does not pay the Landlords the full amount owing on or before February 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% annually on the balance outstanding.
 9. If the unit is not vacated on or before February 7, 2026, then starting February 8, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 10. 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 8, 2026.

January 27, 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 8, 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	\$13,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,686.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 7, 2026

Rent Owing To February 28, 2026	\$16,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,386.00

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

Rent Owing To Hearing Date	\$8,898.93
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,700.00
Less the amount of the interest on the last month's rent deposit	- \$57.88
Total amount owing to the Landlords	\$6,327.05
Plus daily compensation owing for each day of occupation starting December 10, 2025	\$88.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	