



Order under Section 69 Residential Tenancies Act, 2006

Citation: ZAMBITO v SABATINI, 2026 ONLTB 9656

Date: 2026-02-02

File Number: LTB-L-068985-25

In the matter of: Lower, 1086 LOUIS AVE
WINDSOR ON N9A1Y2

Between: TERESA ZAMBITO

Landlord

And

SAARPHINA SABATINI

Tenant

TERESA ZAMBITO (the 'Landlord') applied for an order to terminate the tenancy and evict SAARPHINA SABATINI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 22, 2026.

The Landlord's son, Giuseppe Zambito, the Tenant and the Tenant's legal representative, Tori-Lee Jenkins, 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 \$1,230.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$40.44. This amount is calculated as follows: \$1,230.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,430.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$5,460.00.
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. I say this primarily because I am not satisfied that this tenancy is financially sustainable. The Tenant admits that she has been struggling to pay her rent and monthly bills since her mother moved out of the rental unit. At the hearing, I conducted a detailed analysis of the Tenant's monthly income and expenses. Based on the figures the Tenant provided to me, I find that the Tenant runs a monthly deficit of approximately \$1,201.00 each month. This supports my finding that this tenancy is no longer financially sustainable.
11. The Tenant says that she now has a roommate who is employed and who intends to contribute money towards the monthly rent. Even if this is true, I note that the current arrears are \$5,460.00 and are rising each month. This suggests to me that, even if the Tenant's new roommate were to contribute to the monthly rent, the Tenant would still be unable to afford reasonable and timely payments towards the outstanding arrears.
12. I have considered that, other than the Tenant's roommate, the Tenant lives alone in the rental unit and has lived there since some time in 2021. The fact that this is a somewhat long-term tenancy suggests to me that perhaps some delay of this eviction is warranted. However, I note that the Tenant has already experienced a lengthy delay in this eviction as this matter was adjourned at her request on October 21, 2025. As the hearing before me took place on January 22, 2026, this means the Tenant has already experienced a delay of several months and is therefore not entitled to any additional delay. I say this because the Landlord has limited financial resources and has already cashed-out some investments in order to make up for the financial shortfall the Tenant's outstanding arrears have caused. I find that any additional delay would be severely prejudicial to the Landlord and would be unfair in all the circumstances.
13. For these reasons, and after considering all of the circumstances, I find that it would be unfair to grant relief from eviction. A voidable order will therefore issue for the standard 11 days the Landlord is requesting. This order contains all of the reasons within it and no further reasons will be issued.

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:**
 - \$6,876.00 if the payment is made on or before February 13, 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 13, 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 13, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,305.68. 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 \$40.44 per day for the use of the unit starting January 23, 2026 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 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 14, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 13, 2026, then starting February 14, 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 14, 2026.

February 2, 2026
Date Issued

Laura Hartsliet
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 14, 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 13, 2026

Rent Owing To February 28, 2026	\$9,120.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,430.00
Total the Tenant must pay to continue the tenancy	\$6,876.00

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

Rent Owing To Hearing Date	\$7,549.68
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,430.00
Total amount owing to the Landlord	\$5,305.68
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$40.44 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	