



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-088499-25

In the matter of: 98 COLBORNE ST S
SIMCOE ON N3Y4H5

Between: Antonina De Stasio Landlords
Antonio De Stasio

And

Vanessa Carvalho Sousa Tenant

Antonina De Stasio and Antonio De Stasio (the 'Landlords') applied for an order to terminate the tenancy and evict Vanessa Carvalho Sousa (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 13, 2026. The first named Landlord and the Tenant attended the hearing.

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.
3. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$6,600.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlords collected a rent deposit of \$2,200.00 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.
9. Interest on the rent deposit, in the amount of \$76.26 is owing to the Tenant for the period from July 30, 2024 to January 13, 2026.
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 not be unfair to postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act.
11. The Tenant resides in the rental unit with 3 minor children and her partner and has lived in the rental unit since the summer of 2024. The Tenant's source of income is through ODSP and receives some child tax benefits; their total income is approximately \$3,754.00 per month. The Tenant also submitted that they were in the process of obtaining a housing support worker.
12. The Tenant's finances were discussed at the hearing by canvassing their typical expenses. After their anticipated expenses were deducted from their income, the Tenant had approximately \$150.00 remaining to pay the Landlords for the accrued arrears. It would take the Tenant approximate 46 months to make the Landlords whole. I found this length in time to be unreasonable in these circumstances.
13. The Landlords are individuals who rely on the rent to financially maintain the rental unit. By the Tenant not paying the rent, it is causing financial strain on them.
14. Despite the Tenant receiving enough money to pay the rent they have accrued some significant arrears- I therefore do not find that the tenancy is viable. I find postponing the eviction until February 28, 2026, to be reasonable in the circumstances.
15. It allows the Tenant some time to either source the funds to pay back the money they owe the Landlord or find other living accommodations. The Landlord is holding a last month's rent deposit that will be credited towards the balance of the arrears- and so, any additional arrears are not overly prejudicial to them.

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 Landlord or to the LTB in trust:**
 - \$6,786.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$8,986.00 if the payment is made on or before February 28, 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 28, 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 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$3,250.03. 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 Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlords compensation of \$72.33 per day for the use of the unit starting January 14, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlords 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 March 1, 2026.

January 30, 2026
Date Issued

Curtis Begg
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 September 1, 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	\$8,800.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,200.00
Total the Tenant must pay to continue the tenancy	\$6,786.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$11,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,200.00
Total the Tenant must pay to continue the tenancy	\$8,986.00

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

Rent Owing To Hearing Date	\$7,540.29
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,200.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$76.26
Total amount owing to the Landlords	\$3,250.03
Plus daily compensation owing for each day of occupation starting January 14, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	