



Order under Section 69 Residential Tenancies Act, 2006

Citation: LONGO v MORRISON, 2026 ONLTB 4478

Date: 2026-02-05

File Number: LTB-L-087658-25

In the matter of: 1073 HIGHWAY 8
STONE CREEK ON L8E5H8

Between: Giuliano LONGO Landlord
JOE LONGO

And

WENDY MORRISON Tenant
JEFFREY PINHO

Giuliano LONGO and JOE LONGO (the 'Landlord') applied for an order to terminate the tenancy and evict WENDY MORRISON and JEFFREY PINHO (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 8, 2026.

The Landlord Giuliano Longo, Landlord Joe Longo, Tenant Wendy Morrison, and the Tenant Jeffrey Pinho attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 \$2,150.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$70.68. This amount is calculated as follows: \$2,150.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,000.00 to the Landlord since the application was filed.

6. The rent arrears owing to January 31, 2026 are \$7,350.00. This was undisputed at the hearing.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,950.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

Relief from eviction

9. The Tenant requested relief from eviction based on a loss of employment at the end of August and submitted that their financial circumstances may improve in the future. The Tenant testified that their adult daughter has recently obtained employment and intends to contribute toward the rent, and that the Tenant has a job interview scheduled. The Tenant proposed to resume paying the lawful rent on time and to make additional monthly payments of \$1,000.00 toward the rent arrears.
10. I have considered all of the disclosed circumstances. While I accept that the Tenant experienced a loss of income and that efforts are being made to improve their financial situation, the Tenant's proposal is largely speculative and contingent on future employment and voluntary contributions from another occupant. There was no evidence before the Board demonstrating that the Tenant is presently able to pay the lawful rent in full and on time while also addressing the outstanding arrears. I also considered the Landlord's evidence that they have been patient since September and that the arrears have continued to accumulate despite that patience.
11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In my view, granting relief from eviction in these circumstances would unfairly prejudice the Landlord, as it would require the Landlord to continue the tenancy based on uncertain and unproven future income.

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:**
 - \$9,686.00 if the payment is made on or before February 16, 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 16, 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 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,001.44. 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 Landlord compensation of \$70.68 per day for the use of the unit starting January 9, 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 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 16, 2026, then starting February 17, 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 17, 2026.

February 5, 2026

Date Issued

Kyle Anderson

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 17, 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 16, 2026

Rent Owing To February 28, 2026	\$11,500.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Total the Tenant must pay to continue the tenancy	\$9,686.00

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

Rent Owing To Hearing Date	\$7,765.44
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Less the amount of the last month's rent deposit	- \$1,950.00
Total amount owing to the Landlord	\$4,001.44
Plus daily compensation owing for each day of occupation starting January 9, 2026	\$70.68 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	