



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

File Number: LTB-L-091742-25

In the matter of: 4103, 2200 LAKE SHORE BLVD W
ETOBICOKE ON M8V1A4

Between: Adam Balwant Landlord

And

Alfonso Burreci Tenant

Adam Balwant (the 'Landlord') applied for an order to terminate the tenancy and evict Alfonso Burreci (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 14, 2026.

The Landlord, the Landlord's Legal Representative, Nicola Bain, and the Tenant 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 \$2,700.00. It is due on the 1st day of each month.
4. 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.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$27,200.00. The Tenant did not dispute the amount of the arrears.
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 \$2,700.00 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.
9. Interest on the rent deposit, in the amount of \$160.94 is owing to the Tenant for the period from August 1, 2023 to January 14, 2026.

Section 83 Considerations:

10. The Tenant testified that he lost his employment in October 2024 and he has is still not employed. The Tenant further testified that he has loaned a lot of his savings to individuals and they are now paying him back and this acts as his income. The Tenant testified that he received \$18,000.00 in December but the Landlord said he did not want partial payments. The Landlord responded that he has never told the Tenant he would not accept partial rent payments. I find that the Tenant did not establish that the Landlord had refused partial rent payments.
11. The Tenant proposed a payment plan of \$5,400.00 per month for 6 months. The Tenant did not submit any documentary evidence to support how he could make these payments, such as evidence supporting that fact that he had recently received \$18,000.00 or was due to receive other amounts for the unpaid loans he testified he had given out. The Tenant testified that he is expecting to receive between \$10,000.00 and \$20,000.00 per month during this payment plan period, and that he could potentially pay all of the arrears at once. Again, the Tenant did not have any evidence supporting his testimony. The Tenant would not say how long he would need should an eviction be ordered, just that he has nowhere to go.
12. The Landlord opposed the payment plan and sought a standard 11-day order. The Landlord stated that Tenant has not paid anything since June 2025 and when the Landlord tried to contact the Tenant to establish a payment plan the Tenant did not respond. This is the Landlord's only rental property and the amount of the arrears is creating financial hardship.
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 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.
14. I do not accept the evidence of the Tenant that that payment plan, or the tenancy, is viable, as he has not demonstrated that he has stable income. The Tenant's proposed plan is based on unverified and speculative sources of income, and the Tenant has not made any payments since the application was filed despite claiming to have received \$18,000.00. The arrears are substantial, and in my view any delay in eviction would be unfair.

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:

- \$30,086.00 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 \$23,067.84. 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 \$88.77 per day for the use of the unit starting January 15, 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

Allana McComb
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	\$29,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$30,086.00

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

Rent Owing To Hearing Date	\$25,742.78
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	- \$160.94
Total amount owing to the Landlord	\$23,067.84
Plus daily compensation owing for each day of occupation starting January 15, 2026	\$88.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	