



Order under Section 87 Residential Tenancies Act, 2006

Citation: Schoonderwoerd v Civiero, 2026 ONLTB 11286

Date: 2026-02-05

File Number: LTB-L-046358-25

In the matter of: 2, 49 Paddington Avenue
London Ontario N6J2S5

Between: Janetta Schoonderwoerd Landlord

And

Joseph Civiero Former Tenant

Janetta Schoonderwoerd (the 'Landlord') applied for an order requiring Joseph Civiero (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on January 28, 2026.

Only the Landlord attended the hearing.

As of 10:14 a.m., the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence

Determinations:

1. The Landlord originally filed this L10 application against former tenants Joseph Civiero and Eric McCafferty who were joint tenants. However, I was not satisfied that Eric McCafferty was provided with notice of the hearing. Instead of adjourning the hearing to provide both former tenants with notice, the Landlord sought to remove Eric McCafferty as a named respondent, and only pursue an order against Joseph Civiero. The application is amended to remove Eric McCafferty. In situations involving a joint tenancy, a landlord may choose to pursue tenants jointly or severally.
2. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant must compensate the Landlord in the amount of \$2,186.32.
3. While the Landlord did not serve the Former Tenant with the application and Notice of the Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure, I am satisfied that the

Former Tenant was aware of the application's contents and the hearing date. The Landlord provided evidence that the Former Tenant contacted her about the application, in an attempt to enter into a repayment plan as recently as January 12, 2026, and in this correspondence stated that they were aware of the hearing date. Given this correspondence with the Former Tenant, in accordance with Rule 5.17 of the Board's Rules of Procedure, I found there would be no prejudice in holding a hearing.

4. The Former Tenant vacated the rental unit on January 31, 2025.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

6. The lawful rent was \$875.00. It was due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$28.77. This amount is calculated as follows: $\$875.00 \times 12$, divided by 365 days.
8. The Former Tenant has not made any payments since the application was filed.
9. The tenancy ended on January 31, 2025 as a result of the Former Tenant moving out in accordance with an agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
10. The rent arrears and daily compensation owing to January 31, 2025 are \$2,875.00.
11. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Rent Deposit

12. The Landlord collected a rent deposit of \$875.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
13. Interest on the rent deposit, in the amount of \$14.68 is owing to the Former Tenant for the period from June 1, 2024 to January 31, 2025.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,875.00, which represents rent and compensation owing up to January 31, 2025.
2. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
3. The Landlord owes \$889.68 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$2,186.32*. See Schedule 1 for the calculation of the amount owing.

5. If the Former Tenant does not pay the Landlord the full amount owing on or before February 16, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 5, 2026

Date Issued

Madeline Ntoukas

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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To January 31, 2025	\$2,875.00
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$875.00
Less the amount of the interest on the last month's rent deposit	- \$14.68
Total amount owing to the Landlord	\$2,186.32