



Order under Section 69 Residential Tenancies Act, 2006

Citation: London Cambridge Dev. Ltd. v Cordeiro, 2026 ONLTB 11279

Date: 2026-02-05

File Number: LTB-L-008998-25

In the matter of: 105, 67 AVENUE RD
CAMBRIDGE ON N1R2Z9

Between: London Cambridge Dev. Ltd.

Landlord

And

Nelson Cordeiro

Tenant

London Cambridge Dev. Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Nelson Cordeiro (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 30, 2026, having been adjourned on April 22, 2025 due to insufficient time in the hearing block to complete the matter.

The Landlord's legal representative Daniel Abraham, Landlord's agent Derek Chan, Landlord's witness Timothy Glennie, and the Tenant attended the hearing.

Determinations:

Background

1. There was a fire at the residential complex on May 23, 2024. Tenants in all ten units on the Tenant's floor were displaced from that date until the end of November 2024. Tenants were not required to pay rent until the end of November when they were able to return to their rental units.
2. At the hearing on April 22, 2025, the only contested portion of the arrears claimed by the Landlord was rent from May 1 to 23, 2024, the date of the fire. The Tenant testified that "Tim" had told him that he did not need to pay rent for the entire month of May, and therefore the Landlord should not be claiming it on the application.
3. At the hearing, the Tenant stated that he would be getting a job in May 2025 and that he could comply with an Interim Order which directed the Tenant to pay all new rent on time to the Landlord until the matter was resolved or the LTB ordered otherwise to reduce the prejudice to the Landlord of the delay in the proceedings.

4. The Tenant also indicated that he intended to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the "Act"). By Interim Order LTB-L-008998-25-IN dated June 5, 2025, parties were given deadlines by which they must serve and file evidence they intended to rely on and were notified that failure to comply with the deadlines could lead to the Member refusing to accept the evidence or consider undisclosed issues.

L1 application

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,776.86. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$58.42. This amount is calculated as follows: \$1,776.86 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to January 31, 2026 are \$27,559.97.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,650.00 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.
13. Interest on the rent deposit, in the amount of \$130.49 is owing to the Tenant for the period from November 21, 2022 to January 30, 2026.

Landlord's evidence

14. The Landlord's witness Timothy Glennie (TG) is the live-in superintendent at the residential complex. He testified that he maintains the building, takes, rent, and is responsible for basic building management. TG testified that he was in contact with the Tenant by text message after the fire, and the Tenant wondered when he would be able to move back into the rental unit.
15. TG testified that he never told the Tenant that he did not have to pay rent for the entire month of May. The Landlord submitted a text message dated May 29, 2024 into evidence (DOC-7235250). TG confirmed that his message to the Tenant was: "From this moment onward until your apartment is handed back to you fully ready for occupancy..... NO RENT to PAY."
16. The Tenant did not cross examine TG on his evidence.

Tenant's evidence

17. The Tenant did not serve or file any documents as directed by the Interim Order. At the hearing, the Tenant attempted to raise undisclosed maintenance issues under section 82 of the Act, and I refused to hear the Tenant's submissions due to his non-compliance with the Interim Order.
18. The Tenant agreed that he did not make any payments as required by the Interim Order and stated that it was because he did not have a consistent job. He testified that he had always intended and wanted to pay his rent, and always paid his rent before the fire. On cross examination, when the Landlord's legal representative suggested that the ledger showed that he made only partial payments in December 2023, January 2024, and February 2024, he stated that he only remembered non-payment of the May 2024 rent.

Relief from Eviction

19. The Landlord requested a standard order and submitted that one of the main issues that led to the adjournment nine months prior was the Tenant's allegation that he was told he didn't need to pay for all of May 2024. The Tenant then did not avail himself of the opportunity to challenge TG's testimony to the contrary.
20. The Landlord further submitted that any further delay would be prejudicial to the Landlord, particularly since the Tenant did not comply with the condition in the Interim Order to pay ongoing rent to mitigate the prejudice of the delay, leading to approximately \$16,000.00 more in accrued arrears of rent. The Tenant did not make any good faith attempts to make partial payments or to communicate with the Landlord.
21. The Tenant submitted that he intends to vacate the rental unit, and he started to look for an apartment in early January 2026. He stated that needs about three months to find new accommodation and that it would be easier for him to move at the end of winter.
22. 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.
23. The Tenant did not properly raise section 82 issues despite indicating that he wished to do so. The Tenant has not paid any rent from December 2024 to January 30, 2026 despite the assurance that he could make the payments required by the Interim Order. He has had ample opportunity to make financial arrangements or to investigate alternate housing options. Any further delay would be unfair to the Landlord.

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:**

- \$29,522.83 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 \$25,941.22. 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 \$58.42 per day for the use of the unit starting January 31, 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

Margo den Haan
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	\$29,336.83
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$29,522.83

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

Rent Owing To Hearing Date	\$27,535.71
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,650.00
Less the amount of the interest on the last month's rent deposit	- \$130.49
Total amount owing to the Landlord	\$25,941.22
Plus daily compensation owing for each day of occupation starting January 31, 2026	\$58.42 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	