



Order under Section 69 Residential Tenancies Act, 2006

Citation: Malashenko v Grottone Teixeira Da Mota, 2026 ONLTB 13624

Date: 2026-02-10

File Number: LTB-L-084964-25

In the matter of: 142 AUGUST LILY CRES
GLOUCESTER ON K1V2E3

Between: Lara Malashenko
Scott Hutchison
Landlords

And

Caio Grottone Teixeira Da Mota
Ana Carolina Martins
Tenants

Lara Malashenko and Scott Hutchison (the 'Landlords') applied for an order to terminate the tenancy and evict Caio Grottone Teixeira Da Mota and Ana Carolina Martins (the 'Tenants') because:

- the Landlords in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on February 2, 2026.

The Landlords, the Tenants' Legal Representative, Ahma Alzamel and the Tenants attended the hearing.

Preliminary Issue:

1. The Tenants' Legal Representative brought up a preliminary issue and advised that the Tenants had not received the mandatory compensation set out under section 48.1 of the *Residential Tenancies Act, 2006* (hereinafter referred to as the "Act").
2. Section 83(4) of the Act states that "The Board shall not issue an eviction order in a proceeding regarding termination of a tenancy for the purposes of residential occupation, demolition, conversion to non-residential rental use, renovations or repairs until the landlord has complied with section 48.1 in this case." This is a mandatory requirement that needs to be satisfied in order for the Landlord to be successful in their application.

3. Mr. Alzameli submitted that the Landlords felt that the Tenants who are employed by the Brazilian Embassy would not suffer any type of financial hardship due to a notice of eviction and thus, the Landlords stated that they would not be compensating the Tenants directly. Mr. Alzameli provided a letter from the Landlords dated October 9, 2025 which was found in Evidence ID #7182722, Tenants' Book of Evidence. This letter confirmed the above and the Landlords further stated, "We trust and seek proof of confirmation that such compensation will be provided to the Embassy directly and not as a monetary windfall to the tenants in light of these exceptional circumstances."
4. The Landlords responded that they were fully prepared to pay the compensation amount but that they simply wanted to ensure that the funds would be going to the Embassy. The Landlords submitted that the Tenants' Legal Representative did not provide any further information regarding their question and that is why they did not forward the compensation. Further the Landlords stated that their father has been very ill over the last two months and ended up in the hospital on January 29, 2026. They stated that they have had serious financial concerns and personal matters that have caused a huge upset in their current lives.
5. I am not satisfied with the Landlords' reasoning for failing to pay the compensation to the Tenants which is due prior to the termination date which is December 31, 2025 in this case.
6. As the Landlords failed to pay the mandatory compensation to the Tenants, this application shall be dismissed.

It is ordered that:

1. The Landlords' application is dismissed.

February 10, 2026

Date Issued

Carrie Bertrand

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.