



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

File Number: LTB-L-096298-25

In the matter of: 76 CALVINGTON DR
TORONTO ON M3M2M1

Between: LUIGI MARTELLI Landlord

And

CAROLYN JOVANOVIC Tenants
STEPHEN BRAMWELL
KENYA JOVANOVIC
SARIAH JOVANOVIC

LUIGI MARTELLI (the 'Landlord') applied for an order to terminate the tenancy and evict CAROLYN JOVANOVIC, STEPHEN BRAMWELL, KENYA JOVANOVIC and SARIAH JOVANOVIC (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 26, 2026.

The Landlord, the Landlord's Legal Representative, Lily McMillan and the Tenant's Legal Representative, Ali Ahmed for Carolyn Jovanovic, attended the hearing.

Determinations:

Preliminary Issue: Adjournment Request Denied

1. At the outset of the hearing, the Tenant's Legal Representative sought an adjournment. He said he was retained last week, the Tenant Carolyn Jovanovic (CJ) has been sick and can provide medical documentation, and CJ intends to raise section 82 issues. When asked why documentation had not been uploaded, the Tenant's Legal Representative stated that he informed CJ to upload the medical documentation, but she was not able to. The Tenant's Legal Representative clarified he only acts for CJ and does not know where the other Tenants are.
2. The Landlord opposed the adjournment request as the Tenants have not paid rent since August 2025 and the arrears are substantial.

3. I denied the adjournment request. I was satisfied that the Tenants had adequate notice of this hearing and adequate time to prepare for it. The notice of termination was served on October 28, 2025 and the Notice of Hearing was mailed on December 29, 2025. The Tenants had time to contact legal counsel prior to the hearing. The Tenant CJ was also advised by her legal representative to upload medical documentation, however she failed to do so.
4. As noted in the LTB's Interpretation Guideline 1: Adjourning and Rescheduling Hearings, adjournments will only be granted in exceptional circumstances if the parties have been given adequate notice of the hearing. While the guideline is not binding on me, I see no reason to depart from it here.
5. I accept the evidence of CJ's Legal Representative that CJ may have been sick, but I am not satisfied that the impact was so significant that the CJ and the other Tenants could not have taken some steps to get legal representation or gather and serve their evidence prior to the hearing. CJ also provided no medical or other evidence that supported her assertion that she was unable to attend the hearing due to her health. In my view, an adjournment would unduly prejudice the Landlord given that the arrears are substantial. As a result, I denied the adjournment request and continued with the hearing.

Preliminary Issue: Section 82 Considerations:

6. CJ's Legal Representative submitted their intention to raise issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act').
7. The Tenants did not serve on the Landlord a list of issues to be raised under section 82 of the Act, nor any documents or other evidence in support of the issues to be raised. The Tenants did not establish that they could not comply with the Boards *Rules of Procedure*.
8. In absence of compliance with section 82(2), or a reasonable explanation as to why they did not comply, I declined to permit the Tenants to raise issues pursuant to section 82 without prejudice to their ability to file a Tenant's application should she wish to do so.

L1 Application:

9. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
10. As of the hearing date, the Tenants were still in possession of the rental unit.
11. The lawful rent is \$2,285.00. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$75.12. This amount is calculated as follows: \$2,285.00 x 12, divided by 365 days.
13. The Tenants have not made any payments since the application was filed.

14. The rent arrears owing to January 31, 2026 are \$12,051.23. The amount of the arrears was not disputed.
15. The Landlord is entitled to \$60.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred because of 3 cheques given by or on behalf of the Tenant which were returned NSF.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$2,100.00 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.
18. Interest on the rent deposit, in the amount of \$274.69 is owing to the Tenant for the period from January 13, 2019 to January 26, 2026.

Section 83 Considerations:

19. CJ's Legal Representative testified that the Tenants have incurred significant out of pocket expenses due to plumbing issues and having to pay for new appliances, and the Tenants have withheld rent because of these expenses. CJ's Legal Representative testified that the Landlord has not maintained their maintenance obligations and wanders into the Tenants' yard, though no details were provided about the maintenance obligations being breached.
20. CJ's Legal Representative proposed a payment plan of \$500.00 per month, however he was not aware of the Tenants' income or their expenses, though he testified that he is aware they are not in the greatest financial situation.
21. The Landlord opposed the payment plan and sought a standard 11-day eviction order. The Landlord testified they have financial hardship from having to pay the costs of the rental property.
22. 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 not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act.
23. As no evidence was provided about the Tenants' income or expenses, I find that I am unable to assess the viability of the payment plan proposed by the Tenants, though I accept CJ's Legal Representative's evidence that they are not in the best financial situation. I find that a short delay in eviction would allow the Tenants time to either pay the arrears or find alternative accommodations. However, given that the Tenants have not made any payments since the application was filed, and the arrears are significant, it would be unfair to delay the eviction longer.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.

2. The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:

- \$14,582.23 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 28, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,590.66. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 Tenants shall also pay the Landlord compensation of \$75.12 per day for the use of the unit starting January 27, 2026 until the date the Tenant moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2026, then starting March 1, 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 March 1, 2026.

February 12, 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 September 1, 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 28, 2026

Rent Owing To February 28, 2026	\$14,336.23
Application Filing Fee	\$186.00
NSF Charges	\$60.00
Total the Tenant must pay to continue the tenancy	\$14,582.23

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

Rent Owing To Hearing Date	\$11,719.35
Application Filing Fee	\$186.00
NSF Charges	\$60.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$274.69
Total amount owing to the Landlord	\$9,590.66
Plus daily compensation owing for each day of occupation starting January 27, 2026	\$75.12 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	