



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

File Number: LTB-L-082401-25

In the matter of: B814, 3200 DAKOTA COMMON
BURLINGTON ON L7M2A7

Between: VM & JG HOLDINGS INC. Landlord

And

GASTON E. QUEIROLO ANDA Tenants
PATRICIA LUNDH ITURRALDE

VG & JG HOLDINGS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict GASTON E. QUEIROLO ANDA and PATRICIA LUNDH ITURRALDE (the 'Tenants') because:

- the Tenants has been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on November 27, 2025.

The Landlord's legal representative, Kathleen Lovett, a licensed paralegal, and the Tenants attended the hearing.

At the hearing, the Landlord's representative asked that the Landlord's name in the style of cause be amended because of a clerical error. The Tenants consented to that amendment, and it is reflected in the style of cause.

It has come to my attention that this order was not issued on December 8, 2025 due to a clerical error. The Order has been re-dated and the eviction date reflects some additional delay of the eviction date to allow the Tenants to prepare for eviction.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, I have granted termination of the tenancy.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On September 29, 2025, the Landlord gave the Tenants an N8 notice of termination effective November 30, 2025. The notice of termination contains the following allegations: that the Tenants were late in the payment of rent 8 of the 8 months in the period February 2025 to September 2025.
4. This tenancy commenced in June 2023.
5. The Tenant have persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent for the months of February, March, April, May, June and July was paid on July 4, 2025 following the issuance of an order in an L1 proceeding LTB-L-024673-25 dated June 24, 2025. While August rent was paid on time no rent was paid in the month of September.
6. Following delivery of the N8 the October rent payment was dishonoured by the bank and a rent payment made in November was applied to September rent making the Tenants two months behind in rent owing \$6600.00. An L1 proceeding (LTB-L-087704-25) is scheduled to be heard on January 8, 2025. Given the impending L1 proceeding, I have deferred the issue of daily compensation, rent deposit and interest to that proceeding.
7. During the hearing the Tenants attempted to argue that the rent had been illegally increased at some time during 2025. The Landlord's representative advised me that this issue had been raised and adjudicated in LTB-L-024673-25 wherein the lawful rent for this unit was determined to be \$3300.00 per month.
8. At the hearing the Tenants agreed that two months of rental payments are owing. Mr. Anda testified that he is a real estate agent, and that the real estate market has been challenging and that as a result his family is behind in rent. I note, however, that the Tenant's wife is employed full-time with an insurance company and that both adult children living in the residence are employed.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. 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 January 19, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Tenants were two months in rental arrears at the date of the hearing. They had no real plan to satisfy those arrears other than Mr. Anda's vague assertion that he has a pending real estate transaction closing at some point soon. With two adults in the home employed, if this rental unit is affordable to these tenants I would expect to see some effort made to reduce the arrears. Based on the evidence before me I do not believe that this tenancy is viable.
12. The Landlords' representative asked that I order the eviction to take place after the standard 11 days. The Tenants requested that I delay the eviction to give the family additional time to find suitable accommodation. They made this request particularly because they are four adult persons, and the impending holidays will make finding new

accommodation even more difficult. I have acceded to the Tenants' request as is reflected in the eviction date.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 12, 2026.
2. If the unit is not vacated on or before March 12, 2026, then starting March 13, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 13, 2026.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before March 12, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

February 23, 2026
Date Issued

Christina Budweth
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 of the Tenant expires on July 20, 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.

