



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-003865-26

In the matter of: 6, 435 ENGLISH ROSE LANE
OAKVILLE ON L6H7S9

Between: Onorio Petrilli Landlord

And

Garry McGouldrick Tenant

Onorio Petrilli (the 'Landlord') applied for an order to terminate the tenancy and evict Garry McGouldrick (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord claimed compensation for each day the Tenant remained in the unit after the termination date. The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on February 10, 2026. Only the Landlord and the Landlord's Legal Representative, Russell Allegra, attended the hearing.

As of 10:08 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,675.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$55.07. This amount is calculated as follows: \$1,675.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$10,050.00.
7. The Landlord claimed \$35.00 to reimburse the Landlord for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF. However, in looking at the CIBC Returned Item Advice document that was filed with the Board, I note the service charge is zero. Accordingly, the claim for reimbursement is denied.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,675.00 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.
10. Interest on the rent deposit in the amount of \$282.33 is owing to the Tenant for the period of October 1, 2016 to February 10, 2026.

L2 Application – Persistent Late Payment of Rent

11. On October 31, 2025, the Landlord served the Tenant with an N8 notice of termination with a termination date of December 31, 2025 (the 'N8 Notice'). The N8 Notice alleges that the Tenant persistently failed to pay the rent when it was due and payable 9 times from February to October 2025.
12. Based on the uncontested evidence of the Landlord, I find that the Tenant has persistently failed to pay the rent on the date that it due and payable. The rent is due on the 1st day of each month. However, the Tenant made late payments or no payments at all from February to October 2025.
13. The Landlord's Legal Representative submitted that the Tenant's failure to pay the rent on the date it is due and payable persisted after the N8 Notice was served. In this regard, he stated that no rent payments were received for the months of November to December 2025 and January and February 2026.

Relief from Eviction

14. The Landlord's Legal Representative requested termination of the tenancy based on the L2 Application and an order for arrears with respect to the L1 Application. As the Tenant was not present to speak to their circumstances, the Landlord's Legal Representative was asked if they were aware of any circumstances of the Tenant that would give rise to delaying or denying eviction. The Landlord's Legal Representative submitted that they were not aware of any such circumstances.

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlord. The Tenant did not attend the hearing to dispute the claims against them or to request relief from eviction. As such, the Tenant shall have the standard 11 days to move out.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 1, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application.
3. As of the date of the hearing, the Tenant owes the Landlord \$8,278.67. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$55.07 per day for the use of the unit starting February 11, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 2, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before March 1, 2026, then starting March 2, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 2, 2026.

February 18, 2026
Date Issued

Rachel Gibbons
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 September 2, 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 as the tenancy is terminated

Rent Owing to February 10, 2026	\$10,050.00
Application Filing Fee	\$186.00
Less the rent deposit	-\$1,675.00
Less interest owing on the rent deposit	-\$282.33
Total amount owing to the Landlord	\$8,278.67
Plus daily compensation owing for each day of occupation starting February 11, 2026	\$55.07 (per day)