



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2477 Old Bronte Developments Inc v BARTUCCI, 2026 ONLTB 18644

Date: 2026-03-06

File Number: LTB-L-103539-25

In the matter of: 205, 2475 OLD BRONTE RD
OAKVILLE ON L6M5S7

Between: 2477 Old Bronte Developments Inc Landlord

And

MELANIE BARTUCCI Tenant

2477 Old Bronte Developments Inc (the 'Landlord') applied for an order to terminate the tenancy and evict MELANIE BARTUCCI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 25, 2026.

The Landlord's Legal Representative, Sharon Harris, and the Tenant attended the hearing.

Determinations:

Adjournment Request:

1. The Tenant made an adjournment request prior to the hearing being commenced. The Tenant submitted that they just found out about the hearing on February 19, 2026, when they contacted the Landlord about a letter they received regarding the arrears and arranging a payment plan. The Tenant stated that they need more time to prepare for their case and once they found out about the hearing, they immediately contacted the LTB by email requesting an adjournment. I conducted a review of the documents submitted by the parties and there was no email on record.
2. The Landlord's Legal Representative ("LLR") opposed the adjournment request. They submitted that there have been at least eleven letters of correspondence sent to the Tenant regarding the arrears, and she never returned any of this correspondence until contacting the Landlord on February 20, 2026.
3. In considering the adjournment request I turn my mind to Rule 21 of the LTB's *Rules and Procedures*, particularly regarding:

- The reason for the adjournment and the position of the parties,
 - The issues in the application before me,
 - Any prejudice that may result from granting or denying the request,
 - The history of this proceeding before the Board,
 - And the Boards obligation to adopt the most expeditious method of allowing the parties to know the issues of the application and have their testimony be heard.
4. The Notice of Hearing was deemed served pursuant to s. 191(3) of the Act, there was no bounce back from the postal service, and there were no submissions regarding interference with the Tenants mail or inability to receive mail. Furthermore, by their own admission, they still had five days to prepare for the hearing date. The tenant has also made no payments towards the arrears since the application has been filed, and the quantum of arrears is high.
5. After considering the above, to grant the adjournment request would be prejudicial to the Landlord. The Tenant was deemed to be served with a Notice of Hearing and had the opportunity to fully prepare for the hearing. Therefore, I will be denying the adjournment request, and the matter will proceed to a hearing.

Merits of Application:

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$2,573.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$84.59. This amount is calculated as follows: \$2,573.00 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to February 28, 2026, are \$10,292.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,573.00 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.
14. Interest on the rent deposit, in the amount of \$8.29 is owing to the Tenant for the period from January 1, 2026, to February 25, 2026.

Relief from Eviction:

15. The LLR submitted that this is a new tenancy which started in August 2025, the quantum of arrears is growing significantly, and the Tenant has still not made any payments toward the arrears since the application was filed. The LLR submitted that the tenant did not respond to over 11 pieces of correspondence regarding the arrears and to work out a payment arrangement, until she contacted the Landlord on February 19, 2026.
16. The Tenant does not dispute the amount of arrears. They agree that they owe the amount and testified that they have fallen into arrears because financial circumstances. The Tenant is working full time and earning an income however states that her son has recently lost his job and this is impacting the ability to make rental payments. The tenant proposed that she be afforded a payment plan to pay off the arrears.
17. An analysis of the Tenants monthly income and expenses was conducted. It was determined, by the Tenants own admission, that they would not be able to make any additional payments above the lawful rent each month. Therefore, a payment plan is not a viable option to preserve this tenancy and doing so would be extremely prejudicial to the Landlord.
18. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Landlord's attempts 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.

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:**
 - \$13,051.00 if the payment is made on or before March 17, 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 March 17, 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 March 17, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,438.46. 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 \$84.59 per day for the use of the unit starting February 26, 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 March 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 18, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 17, 2026, then starting March 18, 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 18, 2026.

March 6, 2026
Date Issued

Chris Hall
Member, Landlord and Tenant Board

Robert Brown
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 18, 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 March 17, 2026

Rent Owing To March 31, 2026	\$12,865.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,051.00

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

Rent Owing To Hearing Date	\$9,833.75
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,573.00
Less the amount of the interest on the last month's rent deposit	- \$8.29
Total amount owing to the Landlord	\$7,438.46
Plus daily compensation owing for each day of occupation starting February 26, 2026	\$84.59 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	