



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2695940 ON. INC. v Azzopardi, 2026 ONLTB 20727

Date: 2026-03-10

File Number: LTB-L-107373-25

In the matter of: 637 ALLIED MEWS
STITTSVILLE ON K2S3A1

Between: 2695940 ONTARIO INC. Landlord

And

Andrew Azzopardi Tenants
Claire Delaney

2695940 ON. INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Andrew Azzopardi and Claire Delaney (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 3, 2026.

Only the Landlord, Uma Mahesh Mukkara, who is the owner of 2695940 Ontario Inc., and the property manager, Stéphane Larocque, attended the hearing.

As of 1:48 p.m., the Tenants were 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:

1. 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.
2. The property manager testified that he had done a wellness check in November when the arrears started and again at the end of January 2026 with no contact from the Tenants. There has been no response to his emails or phone calls. The Landlord was not sure if the Tenants had vacated or not, but on the date of the hearing testified that he believed the Tenants were still in possession of the rental unit because he had not received the keys or a notice from them.

3. The lawful rent is \$2,645.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$86.96. This amount is calculated as follows: \$2,645.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$10,925.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord sought to collect for the unpaid utility water bill, but these cannot be claimed on an L1 application, and so the request was denied.
9. The Landlord collected a rent deposit of \$2,645.00 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 \$56.31 is owing to the Tenant for the period from February 27, 2025 to March 3, 2026.

Relief from Eviction

11. The Landlord requested a standard 11-day order to terminate the tenancy and evict the Tenant. The Property manager testified he made multiple attempts to reach the Tenants in November and January to discuss a payment plan by phone, in person and by email.
12. As the Tenants were not present at the hearing, I have limited evidence before me on which to consider delaying or denying eviction. I note the Tenants have not made any good faith payments toward the arrears since the application was filed. Lastly, the Landlord was unaware of any extenuating circumstances that would lead me to consider denying or delaying eviction, therefore, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted 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:**
 - \$11,111.00 if the payment is made on or before March 21, 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 21, 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 21, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,025.57. 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 \$86.96 per day for the use of the unit starting March 4, 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 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 22, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 21, 2026, then starting March 22, 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 22, 2026.

March 10, 2026
Date Issued

Vanessa Davies
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 22, 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 21, 2026

Rent Owing To March 31, 2026	\$10,925.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,111.00

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

Rent Owing To Hearing Date	\$8,540.88
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,645.00
Less the amount of the interest on the last month's rent deposit	- \$56.31
Total amount owing to the Landlord	\$6,025.57
Plus daily compensation owing for each day of occupation starting March 4, 2026	\$86.96 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	