



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

File Number: LTB-L-089747-25

In the matter of: 332, 1100 SHEPPARD AVENUE WEST
NORTH YORK ON M3K0E4

Between: NICOLA GONSALVES Landlord

And

ANDRAS OLAS Tenant
GIZELLA BOTOS

NICOLA GONSALVES (the 'Landlord') applied for an order to terminate the tenancy and evict ANDRAS OLAS and GIZELLA BOTOS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 29, 2026.

The Landlord's Legal Representative, Jasleen Narula, the Landlord, Trevor Olah, the Tenant's translator, and the Tenant, Gizella Botos attended the hearing.

Determinations:

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 \$2,750.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$90.41. This amount is calculated as follows: \$2,750.00 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 January 31, 2026 are \$21,000.00, which the Tenant disputes as the Tenant claims they made payments which are not reflected on the Landlord's claim.
7. In *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII), the Divisional Court held at paragraph 27 that while the landlord bears the burden of proof in a rent arrears application, it is difficult

for a landlord to prove a negative (ie: non-payment of rent). Therefore, "...while the ultimate persuasive burden never shifts, once a landlord denies receiving funds, the tenant will have an evidentiary burden or a chance to advance some evidence to positively prove that he or she paid rent".

8. The Tenant did not provide any proof of payments made to the Landlord that are not accounted for in the application. On the other hand, the Landlord's evidence regarding the amount owing was clear and concise. Therefore, I find the arrears owing to January 31, 2026, are \$21,000.00
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,750.00 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.
11. The Landlord collected a rent deposit of \$2,750.00 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.
12. The Landlord sought a standard voidable eviction order.
13. The Tenant sought conditional relief from eviction in the form of a monthly payment plan, according to which they would pay \$500.00 per month toward the arrears starting March 1, 2026, in addition to the ongoing new rent.
14. The Landlord was not agreeable to this payment plan as she is a small-scale landlord and the non-payment of rent has caused a lot of financial stress and the Landlord's husband had a heart attack and is currently not working and she is the sole income provider within her household. The Landlord has attempted payment plans with the Tenant in the past, and the Tenant has failed to make any payment towards the arrears or any new rent that has become due.
15. I have considered both parties' circumstances, and I find that the proposed payment plan would be unduly prejudicial to the Landlord, given their financial circumstances, because they would have to wait 42 months for the arrears to be paid. I have also considered that the arrears are substantial and since the filing of the application on October 24, 2025, the Tenant has failed to pay the Landlord any new rent that has become due or any amount towards the outstanding arrears. I am not satisfied that the Tenant can afford a shorter payment plan that would include larger payments toward the arrears. If this tenancy was to continue, I find it is more likely than not that the arrears would continue to grow. For the same reason, I find that it would not be appropriate to postpone the eviction/voiding date. Accordingly, 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:**
 - \$26,686.00 if the payment is made on or before March 23, 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 23, 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 23, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,307.89. 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 \$90.41 per day for the use of the unit starting January 30, 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 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 24, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 23, 2026, then starting March 24, 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 24, 2026.

March 12, 2026
Date Issued

Samantha Greaves
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 24, 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 23, 2026

Rent Owing To March 31, 2026	\$26,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$26,686.00

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

Rent Owing To Hearing Date	\$20,871.89
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,750.00
Total amount owing to the Landlord	\$18,307.89
Plus daily compensation owing for each day of occupation starting January 30, 2026	\$90.41 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	