



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-070090-25

In the matter of: 5, 3120 BOXFORD CRES
MISSISSAUGA ON L5M 0X1

Between: Dharmie Wilfred Landlord

and

Trian Danciu Tenant
Maria Grancea
Ewa Danciu
Traian Danciu Jr

Dharmie Wilfred (the 'Landlord') applied for an order to terminate the tenancy and evict Trian Danciu, Maria Grancea, Ewa Danciu and Traian Danciu Jr (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was previously before the Board on January 15, 2026. At that hearing, the Tenant, Trian Danciu, attended on behalf of all Tenants and requested an interpreter. He confirmed that he would be available to attend the rescheduled hearing on February 6, 2026 with an interpreter. An interim order dated January 30, 2026, marked the matter peremptory on the Tenant, as this was the second hearing attended by Tenant without an interpreter.

This application was heard by videoconference February 6, 2026. Only, the Landlord and her agent, Ananthie Alex, attended the hearing.

As of 9:30 a.m., on February 6, 2026, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Issues

1. The Landlord's agent testified that she served all the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on August 2, 2025. 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. The lawful rent is \$3,450.00. It is due on the 24th day of each month.
3. During the hearing, the Landlord requested that the application be amended to reflect the correct rental period. The application referenced the rental period of June 24, 2025 to August 24, 2025; however, the N4 notice claims rent from the beginning of July 2025. As a result, the application is amended to reflect the rental period provided in the N4 notice being July 24, 2025 to August 23, 2025.

Rental Arrears

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. Based on the Monthly rent, the daily rent/compensation is \$113.42. This amount is calculated as follows: \$3,450.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to February 23, 2026 are \$24,150.00.
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 \$3,450.00 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 \$46.25 is owing to the Tenant for the period from June 19, 2025 to February 6, 2026.

Relief from eviction

11. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order. The parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord was not aware of any reason to delay or deny eviction.
12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1)(a) 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 Board in trust:**
 - \$27,786.00 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 Board 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 \$18,977.63. 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 \$113.42 per day for the use of the unit starting February 7, 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

Adeela Alvez
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 23, 2026	\$27,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$27,786.00

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

Rent Owing To Hearing Date	\$22,287.88
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,450.00
Less the amount of the interest on the last month's rent deposit	- \$46.25
Total amount owing to the Landlord	\$18,977.63
Plus daily compensation owing for each day of occupation starting February 7, 2026	\$113.42 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	