



Order under Section 69 Residential Tenancies Act, 2006

Citation: HILLCROFT OSHAWA PROPERTIES INC v MARUSSI, 2026 ONLTB 21299

Date: 2026-03-11

File Number: LTB-L-106595-25

In the matter of: 149, 199 HILLCROFT ST
OSHAWA ON L1G2L7

Between: HILLCROFT OSHAWA PROPERTIES INC

Landlord

And

JOHNNY MARUSSI

Tenant

HILLCROFT OSHAWA PROPERTIES INC (the 'Landlord') applied for an order to terminate the tenancy and evict JOHNNY MARUSSI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 9, 2026. The Landlord's Agent, Michael Beder, and the Landlord's Representative, Mark Ciobotaru, and the Tenant 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 \$2,900.75. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$95.37. This amount is calculated as follows: \$2,900.75 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 March 31, 2026, are \$22,950.49.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$2,900.75 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.
9. Interest on the rent deposit, in the amount of \$83.87 is owing to the Tenant for the period from January 1, 2025, to March 9, 2026.
10. 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 not be unfair to postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act. The Landlord seeks an eviction of March 31, 2026, because the Landlord was aware of the Tenant's circumstances and did not immediately file an application when the arrears began to accrue. Regardless, the quantum of arrears is significant, and the Landlord feels it would be prejudicial to allow the tenancy to continue past the end of March.
11. The Tenant is 52 years old and has been residing in the rental unit for just under two years. He submits that he has physical disabilities and has been on ODSP on and off. He does not contest the arrears owed, rather he seeks 60 days to terminate the tenancy stating he will be homeless.
12. The Landlord also submits that the Sheriff is taking between 3-4 weeks to enforce Board orders in this community and realistically, this will provide the Tenant nearly 60 days as he requested.
13. Although the Board understands the Tenant's situation, I find that it would be prejudicial to allow the tenancy to continue past March 31, 2026. The Tenant cannot provide any kind of plan to address either the ongoing new rent or the arrears which have accumulated. I agree with the Landlord's submissions that the arrears are substantial. The Tenant is either unable or unwilling to pay the rent, and I find the tenancy is not tenable.
14. However, a brief delay in eviction to March 31, 2026, gives the Tenant every opportunity to find alternate accommodations.

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:**
 - \$23,136.49 if the payment is made on or before March 31, 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 31, 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 31, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,109.45. 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 \$95.37 per day for the use of the unit starting March 10, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 April 1, 2026.

March 11, 2026
Date Issued

Jane Dean
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 October 1, 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 31, 2026

Rent Owing To March 31, 2026	\$22,950.49
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$23,136.49

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

Rent Owing To Hearing Date	\$20,908.07
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,900.75
Less the amount of the interest on the last month's rent deposit	- \$83.87
Total amount owing to the Landlord	\$18,109.45
Plus daily compensation owing for each day of occupation starting March 10, 2026	\$95.37 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	