



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

**Citation:** Adriatic Properties Inc v Wilson Sandeman, 2026 ONLTB 10167

**Date:** 2026-03-12

**File Number:** LTB-L-087487-25

**In the matter of:** 305, 13 MILL ST  
MISSISSAUGA ON L5M1Y2

**Between:** Adriatic Properties Inc Landlord

**And**

Shelly Lee Wilson Sandeman Tenant

Adriatic Properties Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Shelly Lee Wilson Sandeman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was originally heard by videoconference on January 27, 2026 and adjourned to allow the Tenant to gather her tax return and pension reinstatement information. The matter was reconvened on March 10, 2026 by videoconference.

The Landlord, Daryl Bottoni, Owner of Adriatic Properties, and the Landlord's Agent, Cary Shulman, as well as 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 \$1,764.44. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$58.01. This amount is calculated as follows: \$1,764.44 x 12, divided by 365 days.
5. The Tenant has paid \$3,220.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$8,179.07.

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 \$1,475.00 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.
9. Interest on the rent deposit, in the amount of \$259.76 is owing to the Tenant for the period from April 23, 2016 to January 27, 2026.

Relief from Eviction

10. The Landlord sought an order to terminate the tenancy and evict the Tenant, unless the Tenant voids this Order in the prescribed time. When the matter was reconvened, the Landlord agreed with the Tenant's request that the eviction date be delayed to April 1, 2026. There is a last month's rent deposit on file, so no prejudice for the Landlord.
11. The Tenant was present, and between the original hearing on January 27, 2026, and the reconvened hearing on March 10, 2026, she has complied with two good-faith payments from Interim Order LTB-L-087487-25-IN toward the arrears of \$700 each.
12. The Tenant is an elderly retired woman who testified that her pension will not be reinstated until June 2026, and the tax return that she expected will also not be forthcoming. She is on a fixed income of \$1,139 per month and cannot afford the rent. She requested to delay the eviction date to April 1, 2026. In light of her payments, the length of her tenancy, and her vulnerable position, 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 April 1, 2026 pursuant to subsection 83(1)(b) 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:**
  - \$8,365.87 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 April 1, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,904.06. 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 \$58.01 per day for the use of the unit starting March 11, 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 March 24, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 1, 2026, then starting April 2, 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 2, 2026.

**March 12, 2026**  
**Date Issued**

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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 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                                                           | \$11,399.87       |
| Application Filing Fee                                                                 | \$186.00          |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$3,220.00      |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$8,365.87</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$7,672.82           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed                              | - \$3,220.00         |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$1,475.00         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$259.76           |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$2,904.06</b>    |
| Plus daily compensation owing for each day of occupation starting January 28, 2026                                  | \$58.01<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |