



Order under Section 69 Residential Tenancies Act, 2006

Citation: Docimo v Weston, 2026 ONLTB 22602

Date: 2026-03-19

File Number: LTB-L-040777-25

In the matter of: 101, 455 Trick Ave
Oshawa ON L1G7T7

Between: Gino Docimo Landlord

And

Paul Weston Tenant

Gino Docimo (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Weston (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 11, 2026.

The Landlord and the Tenant attended the hearing. Sindy Thompson testified for the Tenant.

Reasons:

Arrears owing

1. At the hearing on March 11, 2026, the Landlord stated that the Tenant owes rent arrears of \$6,533.31. The Tenant agreed that the amount was correct.
2. The Landlord was required to file an update sheet setting out all the payments the Tenant had made since the application was filed. The Landlord filed an update sheet, but it did not list any payments the Tenant had made. Instead, it listed net rent arrears for December 2025, January 2026, February 2026, and March 2026. It also asserted that the Tenant owed the rent for April, May, June, and July 2025. It did not set out what payments the Tenant had made, or what rent was owing, for August, September, October, or November 2025. It set out a total amount owing of \$6,533.31.
3. At the hearing, I pointed out to the Landlord that his update sheet was not correctly filled out. He asked to give me the information orally, instead. He then said that the Tenant had made payments in December, January, February, and March. He did not address August through November.

4. The monthly rent was \$1,120.34 until January, 2026, when it increased to \$1,143.87. Hence the total rent that was due from April 2025 through March 2026 was \$13,514.67. Since the parties agree that the arrears owing in March were \$6,533.31, I conclude that the Tenant must have paid \$6,981.36 in total during that period.
5. The Tenant also owes the Landlord the filing fee of \$186.00 for this application.
6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. Based on the Monthly rent, the daily rent/compensation is \$37.61. This amount is calculated as follows: \$1,143.87 x 12, divided by 365 days.
9. The Landlord collected a rent deposit of \$665.00 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 \$524.81 is owing to the Tenant for the period from February 2, 1999 to March 11, 2026.

Section 82 claims

11. The Tenant sought to raise issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (RTA).
12. An interim order was issued on August 7, 2025 which required the Tenant to pay ongoing rent as it came due, and provided that if he did not, his evidence and submissions might not be accepted.
13. The Tenant did not comply with the interim order. He seems to have made some payments, but they were less than the monthly rent. I therefore declined to hear his section 82 claims. He will be free to file his own application regarding his issues.

Relief from eviction

14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the RTA, 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 RTA.
15. The Tenant asks to be permitted to continue the tenancy provided that he repay his arrears at a rate of \$250.00 monthly on top of his rent. He testified that he cannot afford the rent on his own, but he hopes to get a roommate to contribute to the rent.
16. The Tenant has not been able to afford his rent for nearly a year. He has not gotten a roommate during that time. Initially, he testified that he did not think that he could get a roommate because the Landlord had prohibited it. The Landlord denied that, and testified

that he had told the Tenant he could get a roommate. The Tenant then changed his testimony, and said that he “had to get the right person” whom he could trust. He said that he had considered several potential roommates but had found them to be unsuitable.

17. I am not persuaded that the Tenant is likely to get a roommate. He has had ample opportunity to get one, but has rejected all candidates as unsuitable, while rent arrears continued to accrue. In the circumstances, it would be unfair to the Landlord to approve a payment plan that is contingent on the Tenant getting a roommate.
18. In the alternative, the Tenant asked that eviction be postponed by 90 days. I find that a delay would also be unfair. The Tenant is not paying his rent, so any delay in eviction will result in further arrears accruing. The Tenant has known for nearly a year that he cannot afford the rent, and has had ample time to find a new home.
19. A standard order will therefore issue terminating the tenancy in eleven days if the full arrears are not paid.

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:**
 - \$6,719.31 if the payment is made on or before March 30, 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 30, 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 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,799.34. 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 \$37.61 per day for the use of the unit starting March 12, 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 31, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before March 30, 2026, then starting March 31, 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 31, 2026.

March 19, 2026
Date Issued

Dale Whitmore
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 30, 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 30, 2026

Rent Owing To March 31, 2026	\$13,514.67
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,981.36
Total the Tenant must pay to continue the tenancy	\$6,719.31

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

Rent Owing To Hearing Date	\$12,784.51
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,981.36
Less the amount of the last month's rent deposit	- \$665.00
Less the amount of the interest on the last month's rent deposit	- \$524.81
Total amount owing to the Landlord	\$4,799.34
Plus daily compensation owing for each day of occupation starting March 12, 2026	\$37.61 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	