



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-001263-26

In the matter of: 9A, 121 VICTORIA AVE S
HAMILTON ON L8N 2S9

Between: 121 Victoria Inc Landlord

and

Osvaldo Decarpio Tenant

121 Victoria Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Osvaldo Decarpio (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 17, 2026.

Only the Landlord, Laura Philip, attended the hearing.

As of 9:57a.m., 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:

1. The Landlord requested to amend the application to remove Osvaldo Decarpio as named Landlord, and I consented to the amendment.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$938.46. It is due on the 1st day of each month.
5. Based on the monthly rent, the daily rent compensation is \$30.85. This amount is calculated as follows: \$938.46 x 12, divided by 365 days.
6. The Tenant has paid \$3,195.00 to the Landlord since the application was filed.
7. The rent arrears owing to March 31, 2026, are \$2,341.92.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from Eviction

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 be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
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.
12. The Landlord was not aware of any reason to delay or deny eviction.
13. As the Tenant did not attend, no other circumstances were presented to me.

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:**
 - \$2,527.92 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$3,466.38 if the payment is made on or before April 4, 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 April 4, 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 4, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,113.91. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$30.85 per day for the use of the unit starting March 18, 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 April 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 5, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 4, 2026, then starting April 5, 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 5, 2026.

March 24, 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 October 5, 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	\$5,536.92
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,195.00
Total the Tenant must pay to continue the tenancy	\$2,527.92

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 4, 2026

Rent Owing to April 30, 2026	\$6,475.38
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,195.00
Total the Tenant must pay to continue the tenancy	\$3,466.38

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

Rent Owing to Hearing Date	\$5,122.91
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,195.00
Total amount owing to the Landlord	\$2,113.91
Plus, daily compensation owing for each day of occupation starting March 18, 2026	\$30.85 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	