



Order under Section 69 Residential Tenancies Act, 2006

Citation: Zhao v Da Silva, 2026 ONLTB 8125

Date: 2026-03-26

File Number: LTB-L-096398-25

In the matter of: BASEMENT UNIT, 291 CLINTON ST
TORONTO ON M6G2Y7

Between: Xiye Zhao Landlord

And

Jefferson Rego Da Silva Tenants
Isabela Santos Devens
Fabiana Azambuja Nunes
Luana Stephanie Porto

Xiye Zhao (the 'Landlord') applied for an order to terminate the tenancy and evict Jefferson Rego Da Silva, Isabela Santos Devens, Fabiana Azambuja Nunes and Luana Stephanie Porto (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 20, 2026 and reconvened by videoconference on March 20, 2026.

The Landlord's Representative, Yun Tao Li, and the Tenant, Isabella Devens, attended both hearings. Isabella appeared on her own behalf and not on behalf of the other tenants.

As of 9:05 a.m. on March 20, 2026, Tenants Jefferson Rego Da Silva, Fabiana Azambjua Nunes and Luana Stephanie Porto not present or represented at the hearing although properly served with notice of this hearing by the LTB. Isabella Devens indicated that Fabiana has since left the country without providing notice to the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's and Isabella's evidence.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 dates, the Tenants were still in possession of the rental unit.

3. The lawful rent is \$3,823.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$125.69. This amount is calculated as follows: \$3,823.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$17,478.53.
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 \$3,480.00 from the Tenants 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 \$226.06 is owing to the Tenant for the period from May 6, 2023 to January 20, 2026.

L2 Application – N8 – Persistent Late Payment of Rent

10. This is a monthly tenancy, and rent is due on the first day of each month. The evidence before me reveals that the Tenants have never paid the full rent when due for the duration of the tenancy since it began in 2023. I refer to the ledger provided by the Landlord in DOC-7567219 on the portal, which was made a Exhibit 1, and also provided to the Tenants a week before the hearing. Based on the uncontested evidence before me, I am satisfied that the Tenants have been persistently late in paying the rent.

Relief from Eviction

11. The Landlord requested a voidable order terminating the tenancy and evicting the Tenants.
12. Speaking on her own behalf, Ms. Devens indicated that she was a student during much of the tenancy and is now unemployed as she goes through a professional transition. She indicated one Tenant had stopped paying rent altogether and the other three tried to pay the rent among themselves. I find this difficult to believe that four adult tenants could not make full, timely payments in two years. Similarly aggravating, they have not made any payments since the application was filed, or between the first hearing and the second.
13. The other three tenants were not present at the hearing, and provided no evidence about their circumstances.
14. I have therefore 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) 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:**
 - \$17,478.53 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$21,301.53 if the payment is made on or before April 6, 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 April 6, 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 6, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,817.27. 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 \$125.69 per day for the use of the unit starting January 21, 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 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 7, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 6, 2026, then starting April 7, 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 7, 2026.

March 26, 2026
Date Issued

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 October 7, 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	\$17,292.53
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,478.53

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 6, 2026

Rent Owing To April 30, 2026	\$21,115.53
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,301.53

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

Rent Owing To Hearing Date	\$8,337.33
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,480.00
Less the amount of the interest on the last month's rent deposit	- \$226.06
Total amount owing to the Landlord	\$4,817.27
Plus daily compensation owing for each day of occupation starting January 21, 2026	\$125.69 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	