



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-022035-25

In the matter of: 606, 16 BERGAMOT AVE
ETOBICOKE ON M9W1V9

Between: 441601 Ontario Inc. Landlord

And

Joseph Luscri Tenant
Viviane Irene Luscri

441601 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph Luscri and Viviane Irene Luscri (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes; and, because the Tenant persistently paid rent late.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on March 19, 2026.

The Landlord's representative Marie Galevski, the Tenant Viviane Irene Luscri and the Tenant's representative Yodit Edemariam attended the hearing.

Determinations:

1. At the hearing, the parties advised they had reached an agreement with respect to the tenancy end date and accordingly, the Landlord's L2 application was withdrawn.
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 \$1,585.10. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$52.11. This amount is calculated as follows: \$1,585.10 x 12, divided by 365 days.
6. The Tenant has paid \$12,939.00 to the Landlord since the application was filed.

7. The rent arrears owing to March 31, 2026 are \$10,446.30. The Tenant did not dispute the amount owing.
8. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 0 cheque given by or on behalf of the Tenant which was returned NSF.
9. The Landlord incurred costs of \$244.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,511.60 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.
11. Interest on the rent deposit, in the amount of \$6.78 is owing to the Tenant for the period from January 1, 2026 to March 19, 2026.

Section 83

12. Section 83 requires that I consider all the circumstances, including the Tenants' and the Landlord's situations to determine if it would be appropriate to grant section 83 relief from eviction.
13. The parties requested on consent, that the tenancy be terminated on March 31, 2026.
14. While the Tenant did not dispute the arrears, the Tenant requested that no (or a reduced) award for rent arrears be granted, essentially on compassionate grounds and pursuant to section 204 which provides that "*the Board may include in an order whatever conditions it considers fair in the circumstance*".
15. The Tenant testified she has resided at the rental unit long-term, is a victim of financial abuse, has limited/fixed income, and has had numerous serious health/medical issues culminating in the Tenant being recently hospitalized and entering long-term care. While not a requirement, the Tenant did not produce any documentation in support of the noted circumstances.
16. The Landlord requested an award of rent arrears and submitted that for several months, the Tenant chose to maintain the tenancy for family reasons, notwithstanding the fact that the Tenant was not at the rental unit. In addition to being unfair, the Landlord's representative submitted the Landlord would be unduly prejudiced in the event rent arrears were not awarded.
17. It is not disputed that the Tenant owes significant rent arrears. While I am certainly sympathetic to the Tenant's noted personal, financial and health circumstances, the Landlord has followed the correct procedure in bringing their rent arrears application and in the circumstances, I find that the Tenant's request would be overly prejudicial to the Landlord. Denying rent arrears would be unfair in the circumstances and contrary to the Landlord's lawful right to collect unpaid rent in accordance with the Act.

18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the parties joint request that the tenancy be terminated on March 31, 2026, 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:**
 - \$10,710.30 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 \$8,596.91. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$52.11 per day for the use of the unit starting March 20, 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.

10. The Landlord's L2 application is withdrawn.

March 25, 2026
Date Issued

Peter Nicholson
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	\$23,385.30
Application Filing Fee	\$244.00
NSF Charges	\$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$12,939.00
Total the Tenant must pay to continue the tenancy	\$10,710.30

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

Rent Owing To Hearing Date	\$22,790.29
Application Filing Fee	\$244.00
NSF Charges	\$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$12,939.00
Less the amount of the last month's rent deposit	- \$1,511.60
Less the amount of the interest on the last month's rent deposit	- \$6.78
Total amount owing to the Landlord	\$8,596.91
Plus daily compensation owing for each day of occupation starting March 20, 2026	\$52.11 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	