



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

**File Number:** LTB-L-001879-26

**In the matter of:** 1413, 100 WELLESLEY ST E  
TORONTO ON M4Y1H5

**Between:** CAPREIT LIMITED PARTNERSHIP Landlord

**And**

ELVA HOSPINAL Tenant

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict ELVA HOSPINAL (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 23, 2026.

The Landlord's legal representative Jason Paine and 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 \$2,503.55. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.31. This amount is calculated as follows: \$2,503.55 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$7,962.71. This amount was not in dispute.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Relief from eviction

9. The Tenant testified that she initially experienced significant noise disturbances within the rental unit, which interfered with her reasonable enjoyment. She stated that the noise affected her sleep and work performance, ultimately resulting in the loss of her employment. As of the hearing date, the Tenant confirmed that the noise issues have improved substantially. As a result, I cannot consider this as a serious ongoing breach of the Landlord's responsibilities pursuant to section 83(3)(a) of the Act.
10. The Tenant is currently receiving \$730.00 per month from Ontario Works. She indicated that she hopes to obtain a roommate who would contribute approximately \$2,400.00 per month toward household expenses. No evidence was produced as to why the Tenant believes the contribution would amount to \$2,400.00 monthly. The Tenant requested a payment plan of \$150.00 per month toward the arrears, in addition to paying the monthly rent on time.
11. I have considered all of the circumstances disclosed, in accordance with subsection 83(2) of the *Residential Tenancies Act*, 2006 (the "Act"), and I find that it would be unfair to grant relief from eviction under subsection 83(1) of the Act.
12. The Tenant is proposing a repayment plan extending over approximately four and a half years, which is unreasonable on its face. Furthermore, I find that the tenancy is not viable and that the Tenant has not established, on a balance of probabilities, an ability to make the proposed payments. The Tenant's current income is \$730.00 per month, and her anticipated contribution from a future roommate is speculative. Based on the evidence before the Board, I am not satisfied that the Tenant can maintain both the proposed payment plan and timely payment of monthly rent.

**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:**
  - \$8,148.71 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$10,652.26 if the payment is made on or before April 7, 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 7, 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 7, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,538.29. 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 \$82.31 per day for the use of the unit starting March 24, 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 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 8, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 7, 2026, then starting April 8, 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 8, 2026.

**March 27, 2026**  
**Date Issued**

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Brett Lockwood  
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 8, 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                             | \$7,962.71        |
| Application Filing Fee                                   | \$186.00          |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$8,148.71</b> |

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 7, 2026**

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| Rent Owing To April 30, 2026                             | \$10,466.26        |
| Application Filing Fee                                   | \$186.00           |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$10,652.26</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$7,352.29           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$7,538.29</b>    |
| Plus daily compensation owing for each day of occupation starting March 24, 2026                                    | \$82.31<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |