



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-003514-26

In the matter of: 404, 2 DU MAURIER BLVD
TORONTO ON M4N1T9

Between: Crestview Investment Corporation care of Landlord
Lawrence Construction Co Ltd

And

Miguel Maruszki Tenants
Christopher Vickers

Crestview Investment Corporation care of Lawrence Construction Co Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Miguel Maruszki and Christopher Vickers (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 24, 2026.

The Landlord's Agent, Jana Komisar and the Landlord's Representative, Jeff Shabes and the second named Tenant, Christopher Vickers attended the hearing.

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 date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,101.25. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.08. This amount is calculated as follows: \$2,101.25 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 \$15,210.00.
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 \$2,102.99 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 \$10.04 is owing to the Tenants for the period from January 1, 2026 to March 24, 2026.
10. The Landlord attempted to negotiate a payment plan, but the Tenants were unresponsive.
11. The Landlord was not aware of any circumstances that may require the Board to consider delaying or denying termination of the tenancy and sought the issuance of a standard order.
12. The Tenant, Christopher Vickers did not dispute the arrears of rent being claimed by the Landlord and attributed falling behind in rent because of the passing of a family member and having to travel to see his mother in England. The Tenant has a young daughter.
13. The Tenant wanted to remain in the rental unit and proposed a payment plan which consisted of him paying the lawful rent plus an additional \$850.00 per month towards the arrears of rent, until paid in full. Based on the current arrears claimed, this payment plan would take approximately 18 months to repay. This is not a fair imposition to make on the Landlord given that the Tenants have not made any payments since the filing of this application.
14. Given the circumstances, I find it would not be unreasonable to provide the Tenants with an extension of time as to allow the Tenants to void the order or secure alternative housing.
15. 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 not be unfair to postpone the eviction until April 30, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$15,396.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$17,497.25 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after April 30, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,839.64. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$69.08 per day for the use of the unit starting March 25, 2026 until the date the Tenant moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.

March 31, 2026
Date Issued

Ilan Shingait
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 November 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	\$15,210.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,396.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$17,311.25
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,497.25

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

Rent Owing To Hearing Date	\$14,766.67
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,102.99
Less the amount of the interest on the last month's rent deposit	- \$10.04
Total amount owing to the Landlord	\$12,839.64
Plus daily compensation owing for each day of occupation starting March 25, 2026	\$69.08 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	