



## Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-004990-26-AO

In the matter of: 2904, 5 DUFRESNE CRT  
Toronto ON M3C1B8

Between: Centurion Property Associates Inc. Landlord

And

Thierry Alain Jesbac Tenants  
Dominique Jesbac

**This order amends the original order issued on March 20, 2026, which contained clerical errors. All changes to the original order are issued in underlined and bolded script.**

Centurion Property Associates Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Thierry Alain Jesbac and Dominique Jesbac (the 'Tenants') because:

- The Tenants have been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on March 10, 2026.

Only the Landlord's Legal Representative, Martin Zarnett, and Agent, Maksim Mukaj, attended the hearing.

As of 1:11pm, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. The Landlord's Legal Representative indicated that he also served a copy of the Notice of Hearing to the Tenants on February 12, 2026. As a result, the hearing proceeded with only the Landlord's evidence.

### Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is being granted.
2. The Tenants are in possession of the rental unit.

3. On January 21, 2026, the Landlord gave the Tenants an N8 notice of termination deemed served on January 25, 2026, with a termination date of March 31, 2026. The notice of termination contains the following allegations: the Tenants have paid rent late twelve times from the period of February 1, 2025 to January 1, 2026.
4. As the Landlord's Legal Representative was the only party to attend, only the Landlord's evidence was heard.
5. Based on the uncontested evidence before us, we are satisfied that rent is due on the first day of each month and that the Tenants have paid the rent late each month since January 2025.
6. It should be noted that the evidence establishes that the Tenants have failed to pay the lawful rent in full since 2022. In *Parousis v. Centurion Property Associates Inc.*, 2025 ONSC 6864, the Divisional Court found that persistently underpaying rent should give rise to recourse for a landlord. In paragraph 8(b), the Divisional Court found that tenants are not permitted to grant themselves a rent abatement and underpay their rent. We are satisfied the Tenant has persistently paid the rent late.

***Daily Compensation, Filing Fee, and Rent Deposit***

7. Based on the monthly rent, the daily compensation is \$53.64. This amount is calculated as follows: \$1,631.66 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,596.45 from the Tenant and this deposit is still being held by the Landlord.
10. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

***Relief from Eviction***

11. We have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Given the Tenants' long-standing history of paying the rent late, we are not convinced the Tenants are willing or able to pay the rent in full and on time.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 31, 2026.
2. 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.

3. **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.**
4. The Tenants shall also pay the Landlord compensation of \$53.64 per day for the use of the unit starting April 1, 2026 until the date the Tenants move out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. 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.

**March 26, 2026**  
**Date Amended**

**March 20, 2026**  
**Date Issued**

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Amit Gurpersaud  
Member, Landlord and Tenant Board

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Dawn Sullivan  
Vice-Chair, 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 of the Tenant 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.