



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

File Number: LTB-L-007079-26

In the matter of: 712, 1591 LYCEE PL
OTTAWA ON K1G4A7

Between: 1319399 Ontario Inc Landlord

And

Valerie Shecapio Tenant
Samuel Shecapio

1319399 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Valerie Shecapio and Samuel Shecapio (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

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

Only the Landlord's Legal Representative, Kat Guibeault, attended the hearing.

As of 1:39 p.m., the Tenant was 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. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,154.83. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.97. This amount is calculated as follows: \$1,154.83 x 12, divided by 365 days.

5. The Tenant has paid \$3,255.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$1,983.98.
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 \$1,046.39 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.
9. Interest on the rent deposit, in the amount of \$19.69 is owing to the Tenant for the period from May 1, 2025 to March 23, 2026.

L2 Application – Persistent Late Payment of Rent

10. On December 23, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleged that the Tenant had paid rent late 12 times between December 2024 and December 2025.
11. I am satisfied that the Landlord has established on a balance of probabilities that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 12 times between December 2024 and December 2025.

Relief from Eviction

12. The Landlord's Legal Representative testified that since the N8 notice was served the Tenant has continued to pay rent late, and as of the hearing date had not paid March 2026 rent. The Landlord's Legal Representative further testified that in March 2025 there was another L1 hearing due to the Tenant owing rent arrears, however, other than the N8 notice, the Landlord's Legal Representative could not identify if the Landlord had previously spoken to the Tenant about the persistent lateness.
13. The Landlord is seeking a standard 11-day eviction order for the L1 application and a conditional order that the Tenant must pay the rent in full on the first day of the month for 12 months.
14. The Tenant did not attend the hearing and thus I did not hear any evidence or submissions from them regarding their circumstances. The Landlord was not aware of any relevant section 83 considerations for the Tenant.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act pursuant to the L1 application.
16. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act pursuant to the L1 application.

It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$3,324.81 if the payment is made on or before April 13, 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 13, 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 13, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$822.38. 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 \$37.97 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 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 14, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 13, 2026, then starting April 14, 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 14, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period of May 1, 2026 to April 1, 2027.

12. If the Tenant fails to make any of the payments in paragraph 13 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

April 2, 2026
Date Issued

Allana McComb
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 of the Tenant expires on October 14, 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 April 13, 2026

Rent Owing To April 30, 2026	\$6,393.81
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,255.00
Total the Tenant must pay to continue the tenancy	\$3,324.81

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

Rent Owing To Hearing Date	\$4,957.46
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,255.00
Less the amount of the last month's rent deposit	- \$1,046.39
Less the amount of the interest on the last month's rent deposit	- \$19.69
Total amount owing to the Landlord	\$822.38
Plus daily compensation owing for each day of occupation starting March 24, 2026	\$37.97 (per day)