



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087965-25

In the matter of: 880 Weston
Toronto ON M6N3R4

Between: Jeffrey Pita Landlord

And

Sofia Martins Tenant

Jeffrey Pita (the 'Landlord') applied for an order to terminate the tenancy and evict Sofia Martins (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Tenant's interpreter, Marilia dos Santos and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. The Tenant raised a preliminary issue that she is not the Tenant of the rental unit as the original lease was between the Landlord and her husband. The Tenant testified that she resides in the rental unit, and that her husband vacated the rental unit about 1 year ago.
2. In response, the Landlord agreed that the original lease was between the Tenant's husband, but since he vacated the rental unit, Ms. Martin's has resided at the unit and took over as the Tenant as she has always resided in the rental unit with her husband.
3. I find that Ms. Martin's is correctly named as the Tenant as pursuant to the Residential Tenancies Act, 2006, the definition of a tenant outlines;

"tenant" includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant's heirs, assigns and personal representatives, but "tenant" does not include a person who has the right to occupy a rental unit by virtue of being,

4. It is not disputed that Ms. Martin's is residing in the rental unit and has resided in the rental unit since her husband vacated, and Ms. Martin's does not dispute that the rent arrears and that she has not been paying the rent required of her.

Rent Arrears

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,800.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: $\$1,800.00 \times 12$, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to March 31, 2026 are \$21,600.00, which is not disputed.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,800.00 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.
13. Interest on the rent deposit, in the amount of \$16.57 is owing to the Tenant for the period from October 2, 2025 to March 10, 2026.
14. The Tenant sought a payment plan to satisfy the arrears but would not offer any specific details regarding any proposed installment amounts or deadlines as the Tenant testified that she has no way of satisfying the arrears. In the alternative, the Tenant sought a delayed termination date to find alternative housing accommodations, as she has children residing in the rental unit and would need additional time.
15. The Landlord was opposed to the payment plan, and the delayed termination given the Landlord has substantial expenses and is in debt due to the nonpayment of rent.
16. I am not satisfied it is appropriate to order any relief from eviction including a payment plan, as the Tenant did not provide sufficient information to warrant relief. In addition, I have considered both parties' circumstances, and I have also considered that the arrears are substantial and since the filing of the application on October 19, 2025, the Tenant has failed to pay the Landlord any new rent that has become due or any amount towards the outstanding arrears.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant 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:**
 - \$23,586.00 if the payment is made on or before April 19, 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 19, 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 19, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,761.23. 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 \$59.18 per day for the use of the unit starting March 11, 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 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 19, 2026, then starting April 20, 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 20, 2026.

April 8, 2026
Date Issued

Samantha Greaves
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 20, 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 19, 2026

Rent Owing To April 30, 2026	\$23,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$23,586.00

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

Rent Owing To Hearing Date	\$20,391.80
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,800.00
Less the amount of the interest on the last month's rent deposit	- \$16.57
Total amount owing to the Landlord	\$18,761.23
Plus daily compensation owing for each day of occupation starting March 11, 2026	\$59.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	