



Order under Section 69 of the Residential Tenancies Act, 2006

File Number: LTB-L-005489-26-HR

In the matter of: 16, 21 POTSDAM RD
NORTH YORK, ON M3N1N3

Between: POTSDAM TOWNHOUSES LIMITED Landlord

and

JOANNA BELL Tenants
MARIO REIS

HEARING ORDER

POTSDAM TOWNHOUSES LIMITED (the 'Landlord') applied in a combined L1/L2 application seeking an order to terminate the tenancy and evict JOANNA BELL and MARIO REIS (the 'Tenants') because the Landlord claimed the Tenants did not pay the rent that they owe, and because the Tenants persistently paid the rent late.

The application was heard by videoconference on March 18, 2026. The Landlord's legal representative Eric Steiman (paralegal) attended the hearing on behalf of the Landlord.

As of 10:32am (the hearing was scheduled to start at 9am), the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. The LTB mailed the notice of hearing to both Tenants at the rental unit address on February 17, 2026 (deemed served on February 22, 2026). There was no record of a request to adjourn or reschedule the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L2 Application – Persistent Late Rent Proven – Tenancy Terminated

1. I am satisfied from the Certificate of Service that the Landlord served the Tenants with a valid N8 Notice to End your Tenancy at the End of the Term.
2. The Landlord sought a standard eviction order (11 days) for the persistently late payment behaviour. The Landlord submitted, and it was unchallenged, that when the N8 Notice was served, the Tenants had failed to pay rent on the day it is due (the 1st of every month) for 10 of the past 10 months (from March 1, 2025 to January 1, 2026). Rent was eventually paid later in the month for the first 9 months, then for January, 2026 rent was still outstanding in full. Since the application was filed, the Tenants have not paid any rent for February or March, 2026.

3. The Tenants did not attend the hearing to challenge the L2 application, so I did not receive any submissions about any circumstances to delay or deny eviction. 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.

L1 Application – Rent Arrears Proven – Non-Voidable Order

4. I am satisfied from the Certificate of Service that 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.
5. As of the hearing date, the Tenants are still in possession of the rental unit.
6. The lawful rent is \$1,554.90. It is due on the first (1st) day of each month.
7. Based on the monthly rent, the daily rent/compensation is \$51.12. This amount is calculated as follows: \$1,554.90 x 12 months, divided by 365 days.
8. The Tenants have not made any payments since the application was filed.
9. The rent arrears currently owing up to March 31, 2026 is \$7,710.56.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,559.28 from the Tenants on March 1, 2016 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.
12. Interest for the rent deposit has been paid out to December 31, 2025. No further interest is owing as the Landlord paid interest beyond the termination date of the N4 Notice (December 19, 2025).
13. The Landlord sought a standard non-voidable eviction order. Since this is a combined L1/L2 application (and I have already determined above that the Tenants shall be evicted due to the persistent late payment of rent behaviour), there will be no opportunity to void the rent arrears portion of this order.
14. The Tenants did not attend the hearing to challenge the L1 application, so I did not receive any submissions about any circumstances to delay or deny eviction. 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.

It is ordered that:

15. **The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 21, 2026 (standard 11 days from the issuance date of this Order).**

16. The Tenants shall pay to the Landlord **\$7,410.80***. This amount includes rent arrears owing up to the date of the hearing (up to March 31, 2026) plus pro-rated rent for April up to the termination date (April 21, 2026) and the cost of filing the application. The rent deposit has been deducted from the amount owing by the Tenants (see Schedule 1 for how this amount was calculated).
17. If the Tenants fail to vacate the rental unit by the termination date, the Tenants shall also pay the Landlord compensation of **\$51.12 per day** for the use of the rental unit **starting April 22, 2026** until the date the Tenants actually move out of the rental unit or get evicted by Sheriff enforcement.
18. If the Tenants do not pay the Landlord the full amount owing on or before April 21, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 22, 2026 at 4.00% annually on the balance outstanding.
19. If the unit is not vacated on or before April 21, 2026, then starting April 22, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
20. 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 21, 2026.

April 10, 2026
Date Issued

Michelle Tan
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 expires on October 22, 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

Amount the Tenants must pay as the tenancy is terminated:

Rent Owing Prorated to Termination Date (April 21, 2026)	\$8,784.08
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,559.28
Total amount owing to the Landlord	\$7,410.80*
Plus daily compensation owing for each day of occupation starting April 22, 2026 until the rental unit is vacated	\$51.12 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	