



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-007474-26

In the matter of: Room 5, Unit 503, 316 KING ST. N.
WATERLOO ON N2J2Z2

Between: Milestone Developments Canada Landlord

And

Santiago Hernandez Tenant

Milestone Developments Canada (the 'Landlord') applied for an order to terminate the tenancy and evict Santiago Hernandez (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 1, 2026.

The Landlord's agent, Ghaiph Alnihilivi, the Landlord's witness, Andrew Yu, and the Tenant attended the hearing.

Preliminary issue:

1. At the hearing, I raised the preliminary issue that the N4 notice was defective as the Landlord did not provide the Tenant with the mandatory 14 days notice as per section 59(1) of the *Residential Tenancies Act, 2006* (the 'Act') for a monthly tenancy.
2. The Landlord's Agent stated that the Landlord's property manager has made a clerical mistake on the Certificate of Service, and they did in fact serve the N4 on January 9, 2026 and not January 12, 2026. The date of termination on the N4 notice is January 24, 2026.
3. The Landlord's witness, Andrew Yu, who signed the Certificate of Service testified that he has served the N4 notice by placing it in the Tenant's mailbox which is situated in the lobby area of the building on January 9, 2026. The Tenant took no position on the matter as he did not remember the exact date he saw the N4 notice.
4. Based on the viva-voce evidence of the Landlord's witness, I am satisfied that the Landlord provided the Tenant with adequate notice and so I heard the merits of the application.

Determinations:

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 \$666.25. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$21.90. This amount is calculated as follows: $\$666.25 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to April 30, 2026, are \$4,663.75.
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 \$1,300.00 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.
9. Interest on the rent deposit, in the amount of \$96.86 is owing to the Tenant for the period from January 31, 2023, to April 1, 2026.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would not be unfair to postpone the eviction until April 27, 2026, pursuant to subsection 83(1)(b) of the Act.
11. The Tenant testified that he stopped working because he had another job offer, however, it did not materialise. He has been searching for a job. The Tenant started receiving Ontario Works two weeks ago and needs time to pay the arrears. The Tenant also testified if he does not find anything, he will be working for his father. The Tenant is also willing to sell some of his possessions to get the funds to pay the arrears. The Tenant has also reached out to the Eviction Prevention Program and is hopeful to get approved.
12. The Landlord is not willing to enter into a payment plan as the Tenant has not paid any rent since October 2025. I do not find a payment plan is feasible as the Tenant does not have a job. However, I am willing to grant the Tenant a slight delay to April 27, 2026 to get a response from the Eviction Prevention Program.

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:**

- \$4,849.75 if the payment is made on or before April 27, 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 27, 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 27, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,808.54. 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 \$21.90 per day for the use of the unit starting April 2, 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 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 28, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 27, 2026, then starting April 28, 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 28, 2026.

April 7, 2026
Date Issued

Sheena Brar
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 28, 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 27, 2026

Rent Owing To April 30, 2026	\$4,663.75
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,849.75

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

Rent Owing To Hearing Date	\$4,019.40
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,300.00
Less the amount of the interest on the last month's rent deposit	- \$96.86
Total amount owing to the Landlord	\$2,808.54
Plus, daily compensation owing for each day of occupation starting April 2, 2026	\$21.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	