



Order under Section 69 Residential Tenancies Act, 2006

Citation: CERQUONE v SMITH, 2026 ONLTB 28713

Date: 2026-04-10

File Number: LTB-L-008850-26

In the matter of: LWR3, 1186 WESTON ROAD
TORONTO ON M6M4P4

Between: BERARDO CERQUONE Landlord

And

STEPHANIE SMITH Tenant

BERARDO CERQUONE (the 'Landlord') applied for an order to terminate the tenancy and evict STEPHANIE SMITH (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 2, 2026.

The Landlord and the Tenant attended the hearing.

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 \$1,625.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.42. This amount is calculated as follows: \$1,625.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$9,750.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,650.00 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 \$164.19 is owing to the Tenant for the period from February 1, 2022 to April 2, 2026.

Relief from Eviction:

10. 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 postpone the eviction until June 10, 2026 pursuant to subsection 83(1)(b) of the Act.

Subsection 83(3) of the Act:

11. The Tenant testified that there are serious issues with the tenancy concerning mice and termites in the unit that have been ongoing since she moved in. The Landlord did not dispute that there was an issue with termites; however, the effected areas were treated and the drywall replaced, thereby remedying the problem. The Tenant maintained though that the termites are still present. The Landlord also did not deny that there are mice in the residential complex that enter through the garbage room. The Landlord testified he is making ongoing efforts to address the issue, but keeping the mice out of the laundry room is proving to be very difficult.
12. Having considered the parties' submissions, I am not satisfied that the application should be refused because the Landlord is in serious breach of their responsibilities under the Act, per s. 83(3) of the Act. The Tenant did not provide any supporting evidence (pictures, video, correspondence, etc.) to show that the termite issue is still ongoing and has reached the level of a "serious breach"; meaning that the state of the unit has been severely effected by the Landlord's breach to the point that the Tenant's health and safety are at serious risk if they remain in the unit. While the Landlord did not dispute the mice issue is ongoing, the Tenant also did not provide any supporting evidence with respect to this issue to show that the Landlord's response was unreasonable and the problem rises to the level of a "serious breach". This was expected evidence that would have been possible for the Tenant to present at the hearing to support their claim.

Circumstances of the Parties:

13. The Tenant testified that she has been going through a family legal issue that has prevented her from being able to find employment and pay her rent. She is currently receiving some social assistance totaling \$700.00 per month and has been looking for a roommate to split the cost of the rent. The Tenant currently lives alone in the unit and does not have any dependents.
14. The Tenant proposed a payment plan of \$200.00 per month to be paid along with the rent on the 1st of each month. The proposed plan would take approximately 50 months to complete.

15. The Tenant reiterated the stress she has been under due to her personal circumstances, including the recent death of her brother two months prior. In the event of eviction, the Tenant requested 60 days to find another place to live. She requires an address to be able to search for employment.
16. The Landlord testified regarding the financial impact the arrears are having on him, particularly on his ability to pay the mortgage and utilities for the property. However, the Landlord was not opposed to a payment plan but stated that 50 months was unreasonable. The Tenant was also not able to offer any type of security for their proposed plan by paying a larger lump sum upfront. The Landlord also reiterated that the Tenant has not made any good faith payments in seven months, and he does not believe the Tenant will be able to abide by a payment plan given her payment history and lack of employment.
17. Based on the evidence before me, I am inclined to agree with the Landlord. The Tenant's financial situation, unemployment, and lack of any good faith payments for a significant period make a conditional order unreasonable in the circumstances. However, given the Tenant's personal situation, and the Landlord's willingness to delay the eviction, I find that it would not be unfair to postpone the eviction until June 10, 2026.

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:**
 - \$9,951.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,576.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$13,201.00 if the payment is made on or before June 10, 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 June 10, 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 June 10, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,618.65. 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 \$53.42 per day for the use of the unit starting April 3, 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 June 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 11, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 10, 2026, then starting June 11, 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 June 11, 2026.

April 10, 2026
Date Issued

Fotoula Hatzantonis
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 December 11, 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 30, 2026

Rent Owing To April 30, 2026	\$9,750.00
Application Filing Fee	\$201.00
Total the Tenant must pay to continue the tenancy	\$9,951.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$11,375.00
Application Filing Fee	\$201.00
Total the Tenant must pay to continue the tenancy	\$11,576.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 10, 2026

Rent Owing To June 30, 2026	\$13,000.00
Application Filing Fee	\$201.00
Total the Tenant must pay to continue the tenancy	\$13,201.00

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

Rent Owing To Hearing Date	\$8,231.84
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$1,650.00
Less the amount of the interest on the last month's rent deposit	- \$164.19
Total amount owing to the Landlord	\$6,618.65
Plus daily compensation owing for each day of occupation starting April 3, 2026	\$53.42 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	