



Order under Section 69 Residential Tenancies Act, 2006

Citation: 312726 Ontario Ltd c/o GUARDIAN REAL ESTATE MANAGEMENT v Esposito, 2026
ONLTB 29276

Date: 2026-04-15

File Number: LTB-L-008415-26

In the matter of: 14, 1340 COLBORNE RD
SARNIA ON N7V3L6

Between: 312726 Ontario Ltd c/o GUARDIAN REAL ESTATE MANAGEMENT Landlord

And

Matthew Esposito Tenant

312726 Ontario Ltd c/o GUARDIAN REAL ESTATE MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew Esposito (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 7, 2026.

The Landlord's agent Kristen Read, the Landlord's representative Preston Haynes, and the Tenant attended the hearing. The Tenant spoke with and was supported by tenant duty counsel during the hearing.

Determinations:

Adjournment Request

1. The Tenant's adjournment request for more time to prepare and get a legal representative was denied after considering the relevant factors outlined in rule 21.8 of the Board's Rules of Procedure.
2. I was not satisfied that the Tenant had insufficient time to prepare for the hearing. While the Tenant testified that he had recently been incarcerated he testified that he was released March 5, 2026. That is over a month before the hearing. The Tenant said he only learned about the hearing a week beforehand and may have been referring to an email the Landlord sent him about the hearing. However, the Board's records reflect that the notice of hearing was emailed to the Tenant on January 30, 2026, and mailed to the Tenant on

March 2, 2026. This matter is also not complex, and I'm not satisfied that the Tenant needs significant preparation time.

3. Additionally, the Tenant spoke with and was supported by tenant duty counsel during the hearing.
4. The Landlord would be prejudiced by an adjournment. There have been numerous months of unpaid rent. The Board has an obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

Tenant Issues

5. Section 82 of the *Residential Tenancies Act, 2006* ("the Act") and rule 19.4 of the Board's Rules of Procedure establish that a tenant who wishes to raise a tenant issue must provide a written description of the issue to both the Board and the Landlord at least 7 days in advance of the hearing. As the Tenant did not comply with the disclosure requirements his section 82 issue was not heard.
6. The Tenant did not provide a list of issues to the Board.
7. The Tenant claimed to have notified the Landlord but the email he sent to the Landlord tells the Landlord about a maintenance issue but does not make clear that he will be raising the issue at the upcoming rent arrears hearing, nor does the Tenant make clear what remedy he is seeking for the Board to order. I accept the Landlord representative's submission that he was not aware in advance of the hearing that the Tenant wished to raise tenant issues.
8. The Tenant also did not provide satisfactory explanation for why he did not comply with the requirements. He mentioned that his appliances were stolen, and he has a broken phone. By appliances the Tenant may have meant computer technology, although his testimony was not entirely clear in this regard. However, the Tenant clearly had access to email because he sent the Landlord an email prior to the hearing. The Tenant also could have handwritten his section 82 issues and at the very least served them upon the Landlord.

The Application

9. 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The lawful rent is \$1,684.65. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$55.39. This amount is calculated as follows: \$1,684.65 x 12, divided by 365 days.

13. The Tenant has not made any payments since the application was filed.
14. The rent arrears owing to April 30, 2026, are \$6,703.95. I accept the Landlord's evidence about what is outstanding. The Tenant disputes the arrears but did not provide any evidence about any additional payments made by him that the Landlord has not attributed to him. The Tenant's dispute results from his desire to raise tenant issues and get a rent abatement for them.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. 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.
17. Interest on the rent deposit, in the amount of \$42.43 is owing to the Tenant for the period from January 16, 2025 to April 7, 2026.

Relief From Eviction

18. The Tenant's request to save the tenancy with a \$300.00 monthly payment plan is denied. I'm not satisfied that the Tenant will abide by it. The Tenant testifies that his current income is Ontario works which gives him \$1,200.00 and child tax which gives him \$800.00 monthly. The Tenant testified that he belongs to a trade union and once he starts working, he could pay more. The Tenant has made zero payments since the application was filed in January 2026. The Tenant's current income is not enough to support the payment plan. While the Tenant might make more in the future, that is only a possibility without actual confirmation. The Tenant's payment history does not support that he will abide by a payment plan.
19. 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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant has three children living with him and another child who visits part time. The Tenant testified that his 16-year-old daughter who lives with him is pregnant. An eviction will also impact the Tenant's children and his pregnant daughter. The Tenant will need time to find new living arrangements. The prejudice to the Landlord from the delay is mitigated by there being a last month's rent deposit.

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:**
 - \$6,889.95 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,574.60 if the payment is made on or before May 31, 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 May 31, 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 May 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,900.60. 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 \$55.39 per day for the use of the unit starting April 8, 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 May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 31, 2026, then starting June 1, 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 1, 2026.

April 15, 2026
Date Issued

Amanda Kovats
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 1, 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	\$6,703.95
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,889.95

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	\$8,388.60
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,574.60

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

Rent Owing To Hearing Date	\$5,407.03
Application Filing Fee	\$186.00
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	- \$42.43
Total amount owing to the Landlord	\$3,900.60
Plus daily compensation owing for each day of occupation starting April 8, 2026	\$55.39 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	