



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sampson v Mariotti, 2026 ONLTB 29432

Date: 2026-04-10

File Number: LTB-L-012680-26

In the matter of: 703, 100 JOHN ST
BRAMPTON ON L6W0A8

Between: Michael Sampson Landlord

And

Bianca Mariotti Tenants
Steven Sampo

Michael Sampson (the 'Landlord') applied for an order to terminate the tenancy and evict Bianca Mariotti and Steven Sampo (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

This application was heard by videoconference on April 8, 2026.

The Landlord's agent and spouse, Dominique Williams, the Landlord's legal representative, Amanda Winch, and the Tenant, Bianca Mariotti, attended the hearing on behalf of both named Tenants.

Determinations:

1. The Tenants were in possession of the rental unit on the date the application was filed, and the Tenants remained in the rental unit as of the hearing date.
2. On January 28, 2026, the Landlord gave the Tenant an N8 notice of termination which is deemed served by courier on January 29, 2026. The termination date in the notice is March 31, 2026. The Tenants are in a monthly tenancy.
3. The Tenants do not dispute that they have persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month.
4. The Tenants had a previous Board order under file LTB-L-006848-24 requiring them to pay the monthly rent in full and on time from August of 2024 to July of 2025. After the payment order expired, the Tenants resumed paying their monthly rent late. They did not pay the August 2025 rent until on or about August 20, 2025. They continued to pay their rent late for the months of October, November and December of 2025. In January they paid no rent

at all to the Landlord. On February 28, 2026 the Tenants paid one months rent intended to be applied to the rent for March of 2026. They failed to make any payment in March for the rent and then paid the full rent for April on April 1, 2026. As of the hearing date, the Tenants were in rent arrears for two months rent. The Tenants proposed to pay the outstanding rent over a period of at least four months and to pay the rent on time on an ongoing basis to preserve the tenancy.

5. The Landlord is opposed to any additional payment terms or conditional order. They are experiencing financial difficulty as a result of the Tenants inconsistent payment patterns, and they disagree with giving the Tenant four months to bring their account into good standing with the Landlord. The Landlord has already filed an L1 application to deal with the rent arrears separately.
6. The Tenant explained that their husband had been laid off in June of 2025 and then started back to work in October of 2025. Ms. Mariotti is currently receiving long-term disability benefits, and her payments were stopped based on a misunderstanding. The Tenant submits that she was given backpay in February of 2026 for her benefits, but she refused to provide evidence on the amount of backpay she received or of any income information to assess her ability to pay the ongoing rent on time. The Tenant applied for housing support from the Region of Peel in February and only recently has followed up with them to provide the necessary documentation to determine their eligibility for rent support. There is no guarantee that they will be approved for the support as of the hearing date.
7. While I can sympathize with the Tenants and their financial struggles, I do not find it appropriate to grant another payment plan as the Tenants are currently behind in their rent and cannot resolve the issue with the rent within a short time to reduce the prejudice to the Landlord.
8. Because there are children who reside in the rental unit who are currently enrolled in school, I find it appropriate to grant additional time before ordering termination of the Tenancy to after the end of the school year to reduce the prejudice of the children. Therefore, in the interim of the extension of time to June 30, 2026, the Tenants will be required to pay the rent for May on or by May 1, 2026 or the Landlord will be permitted to file for earlier termination of the tenancy.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
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 30, 2026 pursuant to subsection 83(1)(b) of the Act.
11. An oral decision was given at the hearing and this order reflects my oral decision.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.

2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 July 1, 2026.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before June 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

Earlier Termination

6. The tenancy may be terminated earlier than June 30, 2026, if the Tenants do not pay to the Landlord the full rent for May 2026 on or by May 1, 2026.
7. If the Tenants fail to make the payment as ordered under paragraph 6 above, then the Landlord may file for earlier termination of the tenancy pursuant to section 78 of the Act and without notice to the Tenants within 30 days of the breach.

April 10, 2026
Date Issued

Terri van Huisstede
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 of the Tenant expires on January 1, 2027 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.