



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-009967-26

In the matter of: 23 LOBELIA STREET
BRAMPTON ON L6R3Z6

Between: VIRGILIO DA EIRA Landlord

And

SHARON MITCHELL Tenants
KESTUTIS JASIUNAS

VIRGILIO DA EIRA (the 'Landlord') applied for an order to terminate the tenancy and evict SHARON MITCHELL and KESTUTIS JASIUNAS (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord and the Tenants attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
5. The Tenants testified that they have paid the Landlord an additional \$2,800.00 between October 1, 2025 and April 1, 2026. While the Landlord bears the burden of establishing that a particular payment or payments were made once the Landlord has given some credible evidence that there are arrears owing: see *Muati v. Gibbs*, 2019 ONSC 3355 (Div. Ct.). I did not find the Tenants' evidence to be sufficient to satisfy this evidentiary burden of proof. There was no supporting documentation such as bank records showing any withdrawals, communications with the Landlord about the payments or other supporting

documentation I would have expected the Tenants to provide in order to show that these payments were made by the Tenants as they allege.

6. The Tenants have paid \$4,050.00 to the Landlord since the application was filed.
7. The rent arrears owing to April 30, 2026 are \$10,100.00.
8. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,500.00 from the Tenants 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.
10. Interest on the rent deposit, in the amount of \$321.84 is owing to the Tenants for the period from May 1, 2019 to April 8, 2026.
11. 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 30, 2026 pursuant to subsection 83(1)(b) of the Act.
12. The Tenants sought relief from eviction in the form of a postponement of eviction to May 30, 2026 in order to grant them some additional time to vacate the rental unit. The Tenants have resided in the rental unit for approximately 7 years. The Tenant, Sharon Mitchell testified that both she and the other Tenant, Kestutis Jasiunas, are over 75 years old and that she has mobility issues and as a result, the Tenants require additional time to move out of the rental unit and to move in with their daughter.
13. Given the Tenants' age, the duration of the tenancy and the tenant protection focus of the Act, I find that it would not be unfair to postpone eviction for an additional month to allow the Tenants some additional time to vacate the rental unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,301.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$13,001.00 if the payment is made on or before May 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent

that became due after May 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before May 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$5,489.32. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$88.77 per day for the use of the unit starting April 9, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before May 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 31, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 30, 2026, then starting May 31, 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 May 31, 2026.

April 16, 2026
Date Issued

Christopher Lin
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 November 30, 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 Tenants 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	\$14,150.00
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,050.00
Total the Tenants must pay to continue the tenancy	\$10,301.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 30, 2026

Rent Owing To May 31, 2026	\$16,850.00
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,050.00
Total the Tenants must pay to continue the tenancy	\$13,001.00

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

Rent Owing To Hearing Date	\$12,160.16
Application Filing Fee	\$201.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,050.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$321.84
Total amount owing to the Landlord	\$5,489.32
Plus daily compensation owing for each day of occupation starting April 9, 2026	\$88.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	