



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

File Number: LTB-L-005064-26

In the matter of: 707, 100 DUNDALK DR
SCARBOROUGH ON M1P4V2

Between: Tejaskumar Patel Landlord
Artiben Patel
Ankita Patel

And

David Ronto Tenant
Beatrix Vadasz

Tejaskumar Patel, Artiben Patel and Ankita Patel (the 'Landlord') applied for an order to terminate the tenancy and evict David Ronto and Beatrix Vadasz (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 24, 2026.

The Landlord's Legal Representative, Shalini Puri, the Landlord, the Tenant's support, Melissa Ronco, and the Tenant attended the hearing.

Preliminary Issue

1. The Tenant sought an adjournment in order to delay the matter as they are having a hard time finding alternative housing accommodations and needs more time.
2. I denied the adjournment request, as the Tenant was not disputing the arrears, but the reason for the adjournment had more to do with section 83(2) submissions in relation to delaying the termination of the tenancy, so I proceeded on the merits of the hearing.

Determinations:

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.

5. The lawful rent is \$2,250.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$73.97. This amount is calculated as follows: \$2,250.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to March 31, 2026 are \$9,000.00, which is not disputed.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

Relief from eviction

11. The Tenant sought relief of eviction in the form of a delayed termination as they required additional time to find alternative housing arrangements.
12. The Landlord sought a standard voidable order and was not agreeable to a delayed termination as the Landlord testified that he cannot afford to pay for his house plus the rental property. The Landlord further testified it is almost \$7500.00 in monthly expenses to pay for the rental and his own home. He cannot buy groceries, stopped buying his children clothing, and does not have the funds to continue pay for both properties, and he cannot afford to delay the termination of the tenancy any longer.
13. I have considered both parties' circumstances, and I find that delaying the termination of the tenancy be unduly prejudicial to the Landlord, given their financial circumstances, and the Tenant not providing any reasoning not to make a payment plan. I have also considered that the arrears are substantial and since the filing of the application on January 19, 2026, the Tenant has failed to pay the Landlord any new rent that has become due or any amount towards the outstanding arrears. If this tenancy was to continue, I find it is more likely than not that the arrears would continue to grow.
14. For the same reason, I find that it would be appropriate to postpone the eviction/voiding date. Accordingly, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$11,436.00 if the payment is made on or before April 25, 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 25, 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 25, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,711.28. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$73.97 per day for the use of the unit starting March 25, 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 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 26, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 25, 2026, then starting April 26, 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 26, 2026.

April 14, 2026
Date Issued

Samantha Greaves
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 26, 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 25, 2026

Rent Owing To April 30, 2026	\$11,250.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,436.00

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

Rent Owing To Hearing Date	\$8,525.28
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,711.28
Plus daily compensation owing for each day of occupation starting March 25, 2026	\$73.97 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	