



Order under Section 69 Residential Tenancies Act, 2006

Citation: 109 Jameson Inc. v Leite, 2026 ONLTB 30112

Date: 2026-04-13

File Number: LTB-L-056101-25

In the matter of: 507, 109 JAMESON AVE
TORONTO ON M6K2X2

Between: 109 Jameson Inc. Landlord

And

Sara Regia Sena Leite Tenants
Ana Raquel Sena Leite

109 Jameson Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sara Regia Sena Leite and Ana Raquel Sena Leite (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 8, 2026. An employee of the Landlord Anca Moldoneau and the Landlord's legal representative Emily Barbati attended the hearing. The Tenant Sara Regia Sena Leite 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 \$3,174.42. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$104.36. This amount is calculated as follows: \$3,174.42 x 12, divided by 365 days.
5. The Tenants have paid \$12,875.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$22,043.39 which is undisputed.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$3,097.00 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.
9. Interest on the rent deposit, in the amount of \$17.46 is owing to the Tenants for the period from January 1, 2026 to April 8, 2026.
10. The Tenant Sara Regia Sena Leite ('Ms. Leite') was providing oral testimony at the hearing and she raised that she requires her legal representative. I stated that I was unaware that the Tenants were legally represented as the records of the Landlord and Tenant Board ('LTB') show that the Tenants are self represented. The Landlord also states that the Landlord was unaware the Tenants have legal representation. Ms. Leite states she is participating in the hearing from Parkdale Community Legal Clinic. I stood the matter down to allow Ms. Leite to request a legal representative from this clinic come into the room where she was located to participate in the hearing. An Articling Student Tracey Yu came into the room with Ms. Leite and stated that Parkdale Community Legal Clinic has not been retained to represent the Tenants in this matter.
11. Ms. Leite states she was advised 10 days prior to last hearing that Parkdale Community Legal Clinic would not be representing her but states she was unaware that Parkdale Community Legal Clinic would not be representing her for this hearing. Ms. Leite requested an adjournment to address that Parkdale Community Legal Clinic has not been retained for this matter and that she wants to retain legal representation.
12. The Landlord opposes the adjournment request and states the prior hearing was adjourned 7 months ago and the Tenants have had a significant amount of time to retain a legal representative. The Landlord states it would be prejudiced if an adjournment is granted due to the amount of arrears and the ongoing monthly rent is not being paid in full since the last hearing.
13. The request to adjourn the hearing was denied at the hearing for the following reasons. The last scheduled hearing on September 25, 2025 was adjourned. Ms. Leite testified that about 10 days prior to the last scheduled hearing, she was advised that that Parkdale Community Legal Clinic would not be representing the Tenants. The Tenants have had 7 months to confirm with Parkdale Community Legal Clinic whether or not they would be representing her for this hearing. While it is unfortunate that Ms. Leite assumed they would be representing her, I am not persuaded by this. If Parkdale Community Legal Clinic would be representing the Tenants, there would have needed to be a signed agreement indicating Parkdale Community Legal Clinic was retained for this hearing. Ms. Leite did not reference any signed documentation that Parkdale Community legal Clinic has been retained. Parkdale Community Legal Clinic stated they had not been retained and were only providing the facility space and the technology support for the Tenant to be able to participate in the hearing. I find this supports that Parkdale Community Legal Clinic had not been retained for this hearing.
14. The request for an adjournment came up from Ms. Leite after the Landlord provided evidence for the L1 application and when Ms. Leite was delivering her testimony. The Tenant ought to have raised the issue with not having a legal representative in the room at the start of the hearing. I find the Tenant raising this for the first time when she was providing her evidence and after the Landlord provided its evidence was untimely.

15. An interim order LTB-L-056101-25 was issued on September 29, 2025 which requires the Tenants to pay the ongoing rent to the Landlord by the day it is due until this matter is resolved or the LTB orders otherwise. The Landlord testified that the Tenant has not paid the monthly rent that since the issuance of the interim order which Ms. Leite does not dispute. Ms. Leite then led lead evidence regarding her financial circumstances regarding the inability to pay the ongoing monthly rent as required by the interim order. Ms. Leite then requested a legal representative and when Parkdale Community legal Clinic confirmed they were not retained, Ms. Leite then requested an adjournment. I determined that further adjourning the matter would cause significant prejudice to the Landlord due to the amount of the arrears and the non-payment of the ongoing monthly rent since the last hearing. I stated at the hearing that Ms. Leite would have an opportunity to tell me about circumstances she would like me to consider regarding postponing or denying the Landlord's request for eviction.
16. As the ongoing monthly rent has not been paid by the Tenants as directed in interim order LTB-L-056101-25, I stated that I would not allow Ms. Leite to raise issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). I stated the Ms. Leite could provide submissions pursuant to subsection 83(3) of the Act and raise issues to determine if the Landlord is in serious breach of the Landlord's responsibilities under this Act the tenancy agreement.
17. The Ms. Leite states she has not been able to pay the monthly rent because she lost her employment in March 2025, she is a single mother with a 4 year-old daughter and she states she is not receiving spousal or child support. She states her daughter had to change schools in September 2025 and she was without before and after school care for her daughter. She states she has rented the second room in the rental unit for \$800.00 per month which was done without the Landlord's knowledge but the occupants do not stay. She states this is because there is an ongoing issue with a cockroach infestation.
18. Ms. Leite states that she offers private English language classes which currently earns her \$300.00 per month. She further states she will be starting a new job on May 1, 2026 as a Concierge which she states will provide \$3,640.00 monthly income before tax. She states she has paid some money towards the ongoing monthly rent which is from money she receives through Ontario Works and the church. She states that she believes the church can provide her with additional financial assistance.
19. Ms. Leite states that she is not currently receiving money through the Child Tax Credit because it is being applied to her monthly debt consolidation payment of \$650.00 per month. She states her monthly expenses also include \$670.00 for utilities, food, public transportation, and medication prescribed to her by her family doctor to assist with her mental health wellbeing.
20. The Landlord states a payment plan for the rent arrears is not viable. Based on Ms. Leite's testimony, I do find a payment plan is viable and therefore I will not impose one. Based on Ms. Leite's monthly expenses, I do not find her monthly income, based largely upon a new job she is to be starting May 1, 2026 will support the ongoing monthly rent plus the rent arrears. While Ms. Leite states she can request financial assistance through the church, there is no guarantee how much and for how long any financial assistance can be provided. Other than Ms. Leite brining in occupants into the rental unit to assist with paying

the rent and that the occupants do not remain in the rental unit, Ms. Leite has not provided any further evidence to support there is additional income to assist with payment of the rent and the arrears.

Section 83 issues

21. Ms. Leite states there is an issue with mould in the tiles in the bathroom but she has not reported this to the Landlord. As it has not been disclosed to the Landlord, I stated at the hearing that I would consider this issue as serious breach of the Landlord's maintenance obligations. This is because the issue was not brought to the Landlord's attention and as a result, the Landlord has not been provided with an opportunity to address the issue.
22. Ms. Leite states there is an ongoing issue with a cockroach infestation in the rental unit that commenced about 1.5 years ago. She states that the rental unit was last treated by a pest control company last year. She states that she spoke with the Superintendant in December 2025 or January 2026 because the last treatment was not successful and Ms. Leite states that she was advised that further treatment would be required which uses a different type of chemical and that she would have to package and seal up her food and household items and needs to be out of the rental unit for 6 hours when the treatment is applied. She states she inquired what type of chemical would be used and states she wanted to know this to be able to determine if an alternative method of treatment could be applied but she never received a response from the Landlord. She states that since the last hearing, the Landlord has attempted to work with her regarding the treatment for the pest control. Ms. Leite did not provide any further evidence regarding any further discussion she had with the Landlord regarding this. There also was no documentation produced for the hearing to support further dates/times the Tenant reached out to the Landlord regarding this issue.
23. I do not find that the Landlord is in serious breach of its maintenance obligation under the Act as it relates to the pest control issue with cockroaches in the rental unit. This is because Ms. Leite testified that further treatment was recommended by the pest control company but because she did not receive confirmation of what type of chemical is being used, the subsequent treatment recommended by the pest control company has not taken place. While she further states she reached out to the Landlord's Superintendant to inquire about the type of chemical used in December 2025 or January 2026 but did not receive a response, Ms. Leite has not provided any further evidence to support that she attempted to contact the Landlord further the cockroach infestation inside the rental unit. I find the evidence supports the Landlord has not refused further treatment of the rental unit for cockroaches, rather it is due to Ms. Leite not allowing the treatment to proceed due to the type of chemical being used and not having further information regarding the chemical being used. I find it would have been reasonable for Ms. Leite to have followed up further regarding this issue after receiving no response from the Superintendant approximately 3-4 months ago.
24. The Tenant states if she is forced to move, her daughter would be forced to change schools. She states her daughter is currently undergoing an assessment, arranged through the Toronto District School Board and if forced to move this would impact the current assessment underway.

25. Ms. Leite states that currently she has a 15-minute commute from where she is currently living to the new job she will be starting on May 1, 2026.
26. The Landlord requests the tenancy be terminated within 11 days of issuance of an order, or at the very latest, requests the tenancy be terminated April 30, 2026.
27. 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. I have allowed for some additional time to move. I accept that the Ms. Leite is a vulnerable person and has a young child. Ms. Leite currently relies on social assistance until she commences a new job on May 1, 2026. I find any further postponement in termination of the tenancy would cause significant prejudice to the Landlord due to the current amount of arrears. Based on the financial circumstances provided at the hearing, I am not persuaded the ongoing monthly rent will be able to be paid going forward.

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:**
 - \$22,229.39 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$25,403.81 if the payment is made on or before May 31, 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 31, 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 31, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$16,775.39. 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 \$104.36 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 31, 2026, the Tenants 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 13, 2026
Date Issued

Kimberly Parish
Vice Chair, 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	\$34,918.39
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$12,875.00
Total the Tenants must pay to continue the tenancy	\$22,229.39

B. Amount the Tenants 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	\$38,092.81
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$12,875.00
Total the Tenants must pay to continue the tenancy	\$25,403.81

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

Rent Owing To Hearing Date	\$32,578.85
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$12,875.00
Less the amount of the last month's rent deposit	- \$3,097.00
Less the amount of the interest on the last month's rent deposit	- \$17.46
Total amount owing to the Landlord	\$16,775.39
Plus daily compensation owing for each day of occupation starting April 9, 2026	\$104.36 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	