



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-023895-26

In the matter of: 51, 9800 MCLAUGHLIN RD
BRAMPTON ON L6X4R1

Between: Charly Tatchum Tamno Landlord

And

Cindy Alejandra Navarro Tenant

Charly Tatchum Tamno (the 'Landlord') applied for an order to terminate the tenancy and evict Cindy Alejandra Navarro (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 13, 2026. The Landlord, the Landlord's legal representative, Krista Birkbeck, and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,950.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$96.99. This amount is calculated as follows: \$2,950.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$29,050.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. 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.

10. The Tenant does not seem to dispute that this is not a viable tenancy. She acknowledged that she can only afford the rental unit when she is working. She lost her job back in October and was unable to pay the full lawful rent because she was in receipt of Ontario Works ('OW') benefits. She stated that she lost her OW benefits in January 2026 and is unable to make any payments to the Landlord.
11. The Tenant requested that I exercise my discretion by postponing the eviction. She indicated that she has four children with learning disabilities who attend three separate schools. She explained that it would be impossible to move the children from these schools at this time. The Tenant testified that she is struggling with medical issues and has two dogs and a cat, making a move challenging.
12. The Tenant knew as early as March 3, 2026 that the Landlord would seek the termination of the tenancy and eviction due to non-payment of the rent. While I appreciate a move is complicated for the Tenant because she has four children, pets, and compromised health, I am of the view that she had sufficient notice to make the necessary arrangements. The arrears are substantial at nearly \$30,000.00 and given the Tenant has no ability to pay the rent or arrears, any delay of the eviction would be prejudicial to the Landlord.

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:**
 - \$29,2360.00 if the payment is made on or before April 26, 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 26, 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 26, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$27,546.87 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 \$96.99 per day for the use of the unit starting April 14, 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 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 27, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before April 26, 2026, then starting April 27, 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 27, 2026.

April 15, 2026
Date Issued

Dawn Sullivan
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 October 27, 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 26, 2026

Rent Owing To April 30, 2026	\$29,050.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$29,236.00

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

Rent Owing To Hearing Date	\$27,360.87
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$27,546.87
Plus daily compensation owing for each day of occupation starting April 14, 2026	\$96.99 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	