



AMENDED ORDER
Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-088020-25-AM

In the matter of: Main Floor, 1000 KENNEDY RD
Toronto ON M1P2K4

Between: Jason DeSouza Landlord

And

Dumbar Cyrus Tenant

Pursuant to Rule 24.2 of the Board's *Rules*, this amended order is issued to correct a clerical error in the original order. The correction has been bolded and underlined for ease of reference.

Jason DeSouza (the 'Landlord') applied for an order to terminate the tenancy and evict Dumbar Cyrus (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on December 9, 2025.

The Landlord and the Tenant attended the hearing.

Preliminary Matter

1. At the hearing, the Tenant requested an adjournment to provide a list of s.82 issues that the Tenant wants the Board to hear. The Tenant stated that they believe that the Landlord owes them compensation for the maintenance issues in the rental unit. He stated that he submitted a form to someone at 777 Bay Street, however he is unaware of what happened to the form and what it is. He is requesting more time to compile invoices and evidence against the Landlord.

2. The Landlord opposed this request as the arrears are increasing and the Tenant had a lot of time to gather their evidence and be ready to proceed at the hearing.
3. After considering both parties submissions, and as per Rule 21.8 of the *Rules*, I did not grant the Tenant's adjournment request. The Notice of Hearing that the Tenant would have received in regard to this hearing is accompanied by documents, one of which includes a blank form that the Tenant can complete regarding maintenance or other Tenant issues. The Tenant ought to have known his disclosure obligations to raise section 82 issues. Adjourning this matter would cause financial prejudice to the Landlord.
4. The Tenant wanted to raise s. 82 issues at the hearing for me to consider. Pursuant to section 82 of the Act, a Tenant is permitted to raise any issue that could be the subject of an application if the Tenant complies with disclosure requirements or provides an explanation satisfactory to the Board explaining why the Tenant could not comply. Section 82(2) requires a tenant to give advance notice to the landlord of the tenant's intent to raise the issue at the hearing and this notice shall be in writing. The Tenant ought to have known his disclosure obligations to raise section 82 issues.
5. As such, I did not hear the Tenant's evidence regarding the maintenance issues in his unit. However, it should be noted that this does not preclude the Tenant from bringing their own application regarding these maintenance issues.

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,575.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$51.78. This amount is calculated as follows: \$1,575.00 x 12, divided by 365 days.
5. The Tenant has paid **\$1,850.00 to the Landlord since the application was filed.**
6. The rent arrears owing to December 31, 2025 are \$7,875.00.
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. The Landlord is requesting that the Board terminate the tenancy as the arrears are continuing to accrue and are causing financial hardship to the Landlord. The Landlord

further testified that the arrears are impacting his health, and he is stressed about how to maintain the rental unit given that the Tenant is not paying rent.

10. The Tenant stated that there are maintaining issued in the rental unit, and that they Landlord is supposed to give him money to compensate him for the issues in the unit.

L2 Application – Persistent Late Payment of Rent

11. The Landlord applied for an order to terminate the tenancy and evict the Tenant because the Tenant persistently failed to pay rent when it was due. The Landlord served the Tenant with a N8 Notice to terminate the tenancy ('N8 Notice') on October 19, 2025. The Termination on the N8 Notice is December 31, 2025.
12. The Tenancy is month to month.
13. The Landlord stated that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. As per the N8 Notice, the Landlord alleges that the rent was paid late for the following rental periods: November 2024, December 2024, January 2025, February 2025, March 2025, April 2024, May 2025, and June 2025. The Tenant has not paid rent for July 2025, August 2025, September 2025, October 2025, November 2025, and December 2025.
14. The Tenant stated that the rent is due on the 15th day of the month, and that it has always been due on the 15th, not the first. The Landlord stated that the rent is due on the 1st of the month, not on the 15th. Having heard the parties' submissions, I prefer the evidence of the Landlord, that the monthly rent is due on the 1st of day of the month. The Tenant provided insufficient evidence to contradict that of the Landlord's, and I find the Landlord's submissions credible, that the rent is due on the 1st of the month.
15. Based on the evidence before me, and on a balance of probabilities I am satisfied that the Landlord proved the Tenant persistently paid their rent late. The rent has been paid late 8 times in the past 13 months. Since the N8 Notice was served, the Tenant paid a total of \$1,850.00 on October 23, 2025.

Relief from Eviction

16. The Landlord's Legal Representative is seeking a termination of tenancy as the Tenant has a long history of not paying rent on time, and this has a negative impact on the Landlord.
17. The Tenant stated that the state of the rental unit is not good, and that is why he has not been paying the rent. The Tenant is requesting a 90-day delay if the Board terminates the tenancy, as he is 65 years old and is going through medical issues.
18. I heard the Tenant's submissions regarding their circumstances. Even after being served with the N8 Notice and knowing that the Landlord was seeking a termination of tenancy for persistent late payment of rent, the Tenant did not demonstrate sufficient efforts made to

attempt to correct the behaviour. Although I sympathize with the circumstances of the Tenant, it does not permit the Tenant the right to pay his rent late, or not at all.

19. 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 February 27, 2026, pursuant to subsection 83(1)(b) of the Act. I am satisfied on a balance of probabilities that the tenancy is no longer viable and continuing it and any further delay would be unduly prejudicial to the Landlord as the Tenant cannot pay the rent as it falls due. I acknowledge that that the eviction will have an impact on the Tenant, such that delaying the eviction to give the Tenant additional time to find alternative housing would be fair and appropriate in this circumstance.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 27, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application.
3. As of the date of the hearing, the Tenant owes the Landlord \$6,952.02. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$51.78 per day for the use of the unit starting December 10, 2025 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 28, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before February 27, 2026, then starting February 28, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 February 28, 2026.
8. ~~**\$1,850.00 together with any accrued interest that the Tenant paid into the LTB in trust shall be released to the Landlord by the LTB.**~~

April 15, 2026
Date Amended

Nathalia Debski
Member, Landlord and Tenant Board

January 6, 2026
Date Issued

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 August 31, 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 as the tenancy is terminated

Rent Owing To December 9, 2025	\$8,616.02
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the <u>Landlord</u> since the application was filed	-\$1,850.00
Total amount owing to the Landlord	\$6,952.02
Plus daily compensation owing for each day of occupation starting December 10, 2025	\$51.78 (per day)