



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

**File Number:** LTB-L-107978-25

**In the matter of:** 2, 16 cedar ave  
Hamilton ON L8M3A5

**Between:** Anthony Vrbensky Landlord

**And**

Andrew Medeiros Tenant

Anthony Vrbensky (the 'Landlord') applied for an order to terminate the tenancy and evict Andrew Medeiros (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2026.

The Landlord 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 \$1,750.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$57.53. This amount is calculated as follows: \$1,750.00 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 March 31, 2026, are \$8,750.00. The Tenant confirmed the amount of arrears claimed by the Landlord to be correct and did not dispute the amount of the arrears.
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 \$1,750.00 from the Tenant 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 \$62.58 is owing to the Tenant for the period from September 11, 2024, to March 16, 2026.

### **Relief from Eviction**

10. The Tenant testified that he was terminated from his employment on October 13, 2025, which led to a loss of income and contributed to the accumulation of arrears. He further stated that communication with the Landlord has been difficult, describing the Landlord as forceful.
11. The Tenant advised that he secured new employment commencing March 2, 2026. The Tenant proposed a payment plan whereby he would pay the ongoing monthly rent of \$1,750.00 plus an additional \$729.00 toward the arrears, for a total monthly payment of \$2,479.00 beginning April 1, 2026. The Tenant did not submit any documentary evidence in support of his financial circumstances or ability to comply with the proposed payment plan.

### **Analysis**

12. While I accept that the Tenant experienced a loss of employment in October 2025 and only recently resumed employment in March 2026, I am not satisfied that the proposed payment plan is viable or that the tenancy can be preserved.
13. The Tenant bears the onus of demonstrating an ability to comply with a proposed repayment plan. In this case, the Tenant provided no documentary evidence of his current income, expenses, or overall financial circumstances. The proposed monthly payment of \$2,479.00 represents a significant financial obligation, and there is insufficient evidence before the Board to conclude that the Tenant has the financial capacity to sustain both the ongoing rent and the proposed arrears payments on a consistent basis.
14. Further, the Landlord does not consent to the proposed payment plan. Given the absence of supporting evidence and the relatively recent return to employment, I find that the risk of default under the proposed plan is high. In these circumstances, I find that granting relief from eviction would not be fair to the Landlord and would likely result in further arrears. I am therefore satisfied that it would be unfair to refuse or delay the eviction, and I find that the tenancy is not viable. Accordingly, the tenancy is terminated.
15. 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:**
  - \$10,686.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$12,436.00 if the payment is made on or before May 4, 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 May 4, 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 May 4, 2026.**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,293.90. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
  6. The Tenant shall also pay the Landlord compensation of \$57.53 per day for the use of the unit starting March 17, 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 May 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 5, 2026, at 4.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before May 4, 2026, then starting May 5, 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 5, 2026.

**April 23, 2026**  
**Date Issued**

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Nathan Korenberg  
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 5, 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 30, 2026**

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| Rent Owing To April 30, 2026                             | \$10,500.00        |
| Application Filing Fee                                   | \$186.00           |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$10,686.00</b> |

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 4, 2026**

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| Rent Owing To May 31, 2026                               | \$12,250.00        |
| Application Filing Fee                                   | \$186.00           |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$12,436.00</b> |

**C. Amount the Tenant must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$7,920.48           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$1,750.00         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$62.58            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$6,293.90</b>    |
| Plus daily compensation owing for each day of occupation starting March 17, 2026                                    | \$57.53<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |