



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

File Number: LTB-L-011243-26

In the matter of: 129, 1 DEAUVILLE LANE
NORTH YORK ON M3C 1Z7

Between: 1 DEAUVILLE LANE LIMITED

Landlord

And

BARRY NOSEWORTHY
AETHER NOSEWORTHY

Tenants

1 Deuville Lane Limited (the 'Landlord') applied for an order to terminate the tenancy and evicting Vinor Servera (co-signor), Barry Noseworthy and Aether Noseworthy (the 'Tenant') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 22, 2026.

The Landlord's legal representative, Emily Barbati and the Tenant, Barry Noseworthy ('BN') attended the hearing.

BN stated that Tenant Aether Noseworthy was unable to join the hearing due to a health condition and that he was authorized to speak on his behalf.

Determinations:

Preliminary Issue:

Parties to the Application

1. Vinor Servera is listed as a Tenant on the Landlord's application however, Vinor Servera is a "co-signer" to the lease agreement and not a Tenant. Therefore they are not a party to the application and have been removed.

L1 Application

2. 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.

3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$1,979.09. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$65.07. This amount is calculated as follows: $\$1,979.09 \times 12$, divided by 365 days.
6. The Tenants have not made any payments since the application was filed.
7. The rent arrears owing to April 30, 2026 are \$5,895.96.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,938.39 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.
10. Interest on the rent deposit, in the amount of \$12.49 is owing to the Tenants for the period from January 1, 2026 to April 22, 2026.

Relief from Eviction

11. BN testified he fell into arrears upon being terminated from his employment and has been facing challenges locating gainful employment due to his age. Further, he states that his wife is unable to work due to a mental health condition.
12. BN further testified that he does not have debt and limited monthly expenses. BN states he was denied access to the rent bank and is unsure if this is due to accessing the rent bank last year. BN stated the earliest he could make pay May's rent would be May 5th and it would not be the full amount of rent.
13. BN submits the Landlord is a large landlord and the Tenant's prejudice outweighs the Landlord's as they have many rental units. BN states that his family will be homeless if they are evicted from the rental unit and will suffer greatly as their family will be separated.
14. The Landlord's legal representative submits that despite the amount of arrears, it is clear that the tenancy is not viable from the Tenant's own testimony. The Tenant has not made any payments to the Landlord since filing the application and will be further prejudiced due to the uncertainty regarding the timing of the Tenant's next payment.
15. I am not convinced this is a viable tenancy. I say this because by the Tenant's own admission, they do not have sufficient income to cover the monthly rent or the pay the arrears off within a reasonable amount of time.
16. 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. This short delay will provide the Tenants time to locate alternative accommodations.

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:**
 - \$8,061.05 if the payment is made on or before May 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,583.53. 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 \$65.07 per day for the use of the unit starting April 23, 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 31, 2026, the Tenant 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.

May 5, 2026
Date Issued

Angela Smith
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 December 1, 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 May 31, 2026

Rent Owing To May 31, 2026	\$7,875.05
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,061.05

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

Rent Owing To Hearing Date	\$5,348.41
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,938.39
Less the amount of the interest on the last month's rent deposit	- \$12.49
Total amount owing to the Landlord	\$3,583.53
Plus daily compensation owing for each day of occupation starting April 23, 2026	\$65.07 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	