



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-075561-25

In the matter of: Basement Unit, 1934 Liverpool Rd.
Pickering ON L1V1W5

Between: Warren Ray Landlord

And

Franco Santeramo Tenant

Warren Ray (the 'Landlord') applied for an order to terminate the tenancy and evict Franco Santeramo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2026.

The Landlord, the Landlord's legal representative, Bavithra Vegneswararajah, the Landlord's support person, Steve Lawrence, and the Tenant attended the hearing.

Determinations:

Tenant's second adjournment request

1. At the onset of the hearing the Tenant requested an adjournment so that they could better prepare for the hearing and to gather evidence in support of their defence of the Landlord's application because the Tenant submits that they only received notice of this hearing on February 6, 2026 by email and they were planning on hiring a legal representative for the hearing.
2. The Tenant further submitted that they do not have a vehicle and have difficulty finding transportation in order to meet with a lawyer. The Tenant also submitted that they wanted to raise maintenance issues regarding a lack of adequate heat in the rental unit and wanted to submit evidence supporting proof of cash payments made to the Landlord for pre-payments of rent.
3. The Landlord was opposed to the adjournment on the basis that the Tenant had previously been granted an adjournment at the November 17, 2025 hearing based on similar submissions regarding getting legal advice and a legal representative. The Landlord also contested the adjournment request on the basis that the Tenant has failed to comply with the interim order issued on December 15, 2025 to pay the ongoing rent to the Landlord. This has caused them significant financial stress because the Landlord is a senior with limited financial means.

4. The Boards records shows that the Notice of Hearing was emailed to the Tenant on January 8, 2026 and not on February 6th. The Notice of Hearing was sent by email because on September 10, 2025 when the Tenant logged into the portal, they consented to this method of communication by the Board. Additionally, this is the same method in which the Notice of Hearing was given to the Tenant for the November 17th hearing in which they attended.
5. After considering the submissions of both parties, I declined the Tenant's adjournment request.
6. This hearing was marked peremptory on the Tenant being prepared and proceeding at the hearing. I do not find the Tenant exercised reasonable diligence in providing their evidence or seeking the support of legal assistance despite being aware of these proceedings since at least September of 2025. Legal representation is not absolute before this Board. It is up to the party to obtain legal advice and to submit their evidence in accordance with the Rules and this is not a reason to grant an adjournment request.
7. Additionally, adjourning the hearing a second time would cause further financial stress to the Landlord. The Landlord was granted a request to shorten the time to recall the hearing on the basis of their financial circumstances.

L1 Application

8. 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The Tenant disputed the lawful monthly rent stating that he had paid upwards of \$40,000.00 by November of 2024 and had expected this payment, along with payments totalling \$6,000.00 in September would pay for an entire two years worth of rent. He submits further that the agreed upon rent was reduced from \$2,000.00 to \$1,666.67 based upon his payments in advance.
11. The Landlord submits that the tenancy started in September of 2024. That the Landlord's "buddy" had referred the Tenant to them stating that they only required a place for a few months due to a recent breakup and he was staying in a hotel at the time. The Landlord indicated that he was not interested in renting out the basement unit because at some point his intention was to sell the property but the sale prices were down so he thought it was ok at the time on the basis that it would be short-term. The Landlord told his "buddy" that he would want \$2,500.00 per month for the basement unit.
12. Shortly thereafter, the Landlord agreed to reduce the monthly rent to \$2,000.00 in consideration for the Tenant's intended short stay at the property. By September 6, 2024 the Tenant had given them payments totalling \$6,000.00. The Landlord drove the Tenant with them to the bank and deposited all of the received funds that day. The Landlord tendered into evidence his bank statement showing the \$6,000.00 deposit in this regard at the hearing.

13. The Landlord further submits that on or about November 7, 2024 the Tenant paid an additional \$4,000.00 and has not paid anything ever since. The Landlord submits that these combined payments totalled 5 months pre-paid rent for the period covering September 7, 2024 to February 6, 2025.
14. When asked why the N4 Notice excluded the rent owing for February 7, 2025 to March 6, 2025 the Landlord responded that they would agree to waive that difference and had not noticed that month missing, but would not pursue the additional amount due to their error on the form.
15. The Tenant disputes the lawful monthly rent and submits that they had only agreed to pay the Landlord \$1,666.67 per month because they submit that they made payments to the Landlord totalling \$40,000.00 by November 13, 2024 as an agreement to pay two years rent in advance. The Tenant submits that there was no short-term agreement because his daughters were both in high school (grades 9 and 10) and he would not have agreed to a shorter time because he wanted them to finish school living there.
16. The Tenant stated that he paid this amount in cash and in good faith and did not request receipts and he did not have any evidence to support these payments to the Landlord. The Tenant submits he made the following payments to the Landlord:
 1. \$2,500 on September 3, 2024
 2. \$3,500 on September 6, 2024
 3. \$22,000 on October 30, 2024
 4. \$5,000 on November 7, 2024
 5. \$4,500 on November 8, 2024; and
 6. \$2,500 on November 13, 2024.
17. When the Landlord invited the Tenant to submit proof of these payments in the form of bank transactions during the hearing, the Tenant stated that they were not able to do so.
18. The Tenant submits he also had an agreement with the Landlord to pay \$150.00 per month for the use of the backyard shed for his tool storage and this agreement was separate to the one for the rent.
19. The Landlord denies ever making an agreement for anything less than the \$2,000.00 per month and further disputes ever making any agreement for the storage in the shed. The Landlord disputes receiving the funds from the Tenant as set out and continued to assert only \$10,000.00 in total was ever paid. His testimony withstood cross-examination.
20. The Tenants evidence was contradictory throughout the hearing. Firstly, when the Tenant was cross examined on their oral testimony regarding their proposed payments, the Landlord provided a text message from February 11, 2025 where the Landlord requests the rent by that date. The Tenant responds that they will have it by 6:00 100% tomorrow and that he didn't realize it should have been paid two days prior. The Tenant further responds on February 13, 2024 that he is having issues with his bank card and bank account and will have to go to the bank the next day to sort it out. In response at the hearing the Tenant submitted that it was relating to the shed storage and nothing to do

with the bank. Based on the totality of evidence I did not find the Tenants explanation truthful.

21. Secondly, the only documentary evidence submitted by the Tenant was an email to the Board dated January 5, 2026 whereby he pleads that he has not paid rent in 4 months because of work shortage. This contradicts his evidence that he had paid two years in advance which would essentially cover the rent from September of 2024 to the end of August 2026. It makes no sense how the Tenant would not submit that they had already paid pre-paid rent in this email in defence of his inability to pay in accordance with the interim order issued on December 15, 2025 requiring him to pay his ongoing rent to the Landlord.
22. On this basis, I prefer the evidence of the Landlord. I accept that the Tenant only paid a total of \$10,000.00 by November 7, 2024 covering the agreed upon rent of \$2,000.00 and that this amount paid by the Tenant covered only the rent for the first five month's of the tenancy from September 7, 2024 to February 6, 2025.
23. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
24. The Tenant has not made any payments since the application was filed.
25. The rent arrears owing to March 6, 2026 are \$24,000.00.
26. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
27. There is no last month's rent deposit.
28. 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.
29. The Landlord has mobility issues and a limited fixed pension income and has relied on the rental income to a financial loss. He has resorted to only being able to eat canned stew and soup and has fallen into a depression having a tenant living in the basement not paying them anything while using the utilities in the property as well.
30. The Tenant has not paid rent for over a year and has not made any good faith payments to the Landlord despite the interim order requiring him to make ongoing payments. While I can accept that the Tenant has experienced financial hardship based on his loss of employment income for several months and he does have two high school aged children sharing his space and he also has experienced recent loss, I find that the prejudice to the Landlord in granting any discretionary relief is greater than providing the Tenant with any further additional time to make good on their payments to them as the rent arrears continue to mount monthly without any prospect from the Tenant that they will pay anything to the Landlord.
31. Additionally, I find it appropriate to shorten the time required for the Tenant to void the order based on the substantial prejudice to the Landlord. However, I do not find expedited enforcement appropriate under all of the circumstances.

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:**
 - \$28,186.00 if the payment is made on or before April 27, 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 27, 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 27, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$22,580.50. 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 \$65.75 per day for the use of the unit starting February 13, 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 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 28, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 27, 2026, then starting April 28, 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 28, 2026.

April 24, 2026
Date Issued

Terri van Huisstede
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 October 28, 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 27, 2026

Rent Owing To May 6, 2026	\$28,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$28,186.00

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

Rent Owing To Hearing Date	\$22,394.50
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$22,580.50
Plus daily compensation owing for each day of occupation starting February 13, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	