



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

File Number: LTB-L-014537-26

In the matter of: 1411, 36 ZORRA ST
ETOBICOKE ON M8Z 0G5

Between: Martinho Araujo Landlords
Amanda Ariganello-Araujo

and

Rachelle Kucher Tenant

Martinho Araujo and Amanda Ariganello-Araujo (the 'Landlords') applied for an order to terminate the tenancy and evict Rachelle Kucher (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 Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 20, 2026.

Only the Landlords' representative, Yuliya Molchanova, attended the hearing.

As of 9:57 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlords 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 \$2,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 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 \$6,900.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,100.00 from the Tenant and this deposit is still being held by the Landlords. 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 \$50.50 is owing to the Tenant for the period from February 27, 2025 to April 20, 2026.

L2 Application – Persistent Late Payment of Rent

10. The parties have a month to month tenancy. The rent is due on the 1st day of each month.
11. On February 2, 2026, the Landlords gave the Tenant an N8 notice with a termination date of April 30, 2026. During the hearing, the Landlords' representative referred to the Schedule "A" attached to the N8 notice which provides a detailed breakdown of the payments made by the Tenant.
12. The Schedule establishes that the Tenant paid rent late for the months of April 2025, June 2025, the Tenant did not pay rent for the months of July to September 2025, then continued to pay rent late for the months of November to December 2025, and January 2026. There are 9 late payments and 3 non-payments set out on the schedule.
13. Based on the uncontested evidence of the Landlords, I find on a balance of probabilities, that the Tenant has persistently failed to pay rent on the date it was due.
14. The Landlords' representative stated that since service of the N8 notice, the Tenant has not paid the rent the Tenant was required to pay.

Relief from Eviction

15. 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 be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
16. The Landlords' representative requested an order for termination and eviction. She stated that the parties were unsuccessful in resolving the issue of rent arrears through a payment plan and that she is not aware of any reason to delay or deny eviction.
17. As the Tenant did not attend, no other circumstances were presented to me.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 12, 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. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$4,216.30. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$69.04 per day for the use of the unit starting April 21, 2026 until 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 May 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 13, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 12, 2026, then starting May 13, 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 May 13, 2026.

April 30, 2026
Date Issued

Adeela Alvez
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 13, 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 Hearing Date	\$6,180.80
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$50.50
Total amount owing to the Landlord	\$4,216.30
Plus daily compensation owing for each day of occupation starting April 21, 2026	\$69.04 (per day)