



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

File Number: LTB-L-017150-25

In the matter of: 2212, 65 EMMETT AVE
YORK ON M6M2E5

Between: 65 Emmett Avenue Limited Landlord

And

Marcos Vergara Tenants
Barbara Nagy

65 Emmett Avenue Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Marcos Vergara and Barbara Nagy (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. (L1 application)

This L1 application was heard by videoconference on April 16, 2026.

The Landlord's Legal Representative, Eric Steiman, the Landlord's Agent, Anthony Pukas, and the Tenant Barbara Nagy attended the hearing.

Preliminary Matters

a. Ms. Nagy stated that the second Tenant, Marcos Vergara, has not lived in the rental unit for the past several (approx. 8) years. However, the Landlord was not notified by the Tenants that this change occurred and requested the style of cause remain as in, intact. Based on the submissions of the parties, and since there is really no prejudice to the Tenant, Barbara Nagy, by having both tenants remain as Tenants in this application, I determined the style of cause need not change. The above title of proceedings reflects this.

b. Two hearings for this L1 application were held and adjourned, the first on June 17, 2025 (adjudicator made the adjournment peremptory on the Tenants) and then on August 29, 2025 (overflow- i.e.no time left in the block to hear the case).

For the second adjournment, the presiding Member identified section 82 claims the Tenants had intended to raise, but directed disclosure on those claims to meet the LTB's rules respecting timely disclosure before a hearing.

At this April 21, 2026 hearing, the Tenant Barbara Nagy confirmed the Tenants did not file any section 82 submissions at all. After taking in the submissions of the parties, I determined that the Tenants failed to comply with LTB Rule 19.1 in respect of disclosure requirements, and I informed the parties that only the claim of rent arrears would be heard on its merits at this hearing. I also

informed the Tenant Barbara Nagy that the Tenants maintain their lawful right to raise tenant-right or maintenance issues by filing an appropriate application(s), separately.

Determinations:

1. The Landlord served the Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful monthly rent is currently \$1,137.80. It is due on the 1st day of each month. Some submissions were made on the changing of the rent on September 1, 2025, but I find the change in rent reflected a change relating to a reduction in service (namely, a parking spot). I also find the change in rent afterward to the current rent (as of December 1, 2025) came from a lawful notice of rent increase that was served on the Tenants.
4. Based on the current monthly rent, the daily rent/compensation is \$37.41. This amount is calculated as follows: $\$1,137.80 \times 12$, divided by 365 days.
5. The Tenants have paid \$15,972.64 to the Landlord since the L1 application was filed.
6. The rent arrears owing to April 30, 2026 are \$1,590.12.
7. The Landlord incurred costs of \$186.00 for filing the L1 application and is entitled to reimbursement of those costs. This cost amount is to be added to the rent arrears shown in paragraph 6 above.
8. The Landlord collected a rent deposit of \$1,289.28 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.
9. Interest on the rent deposit, in the amount of \$40.09 is owing to the Tenants for the period from January 1, 2025 to April 16, 2026.
10. The Landlord requested a voidable arrears order with an extended date for possible termination, whereas the Tenant Barbara Nagy requested that her 10-year tenancy be kept intact by issuing a conditional order for repayment of the arrears owing. She stated the ability to repay is limited as ODSP pays the Landlord directly for monthly rents, leaving her only \$200.00 per month. Ms. Nagy also made submissions on her continuing efforts to seek assistance from places like the Toronto Rent Bank and the Landlord's Legal Representative suggested two other organizations that might be able to assist.
11. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. I informed the Tenants that the repayment of the arrears under the conditional order would begin on May 1, 2026, and I was satisfied the parties understood this clearly.

It is ordered that:

1. The Landlord's L1 application for eviction of the Tenants is denied on the condition that the Tenants shall pay to the Landlord \$1,776.12, which represents the rent and L1 application filing fee owing up to and including April 30, 2026.
2. The Tenants shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:
 - a) \$100.00 (arrears) on or before May 1, 2026 and every month thereafter on/before the 1st day of each corresponding month for a total of 17 months, up to and including September 1, 2027;
 - b) \$76.12 (balance of arrears) in the 18th month, namely on or before October 1, 2027;
and
 - c) The Tenants shall **also** pay the Landlord the lawful monthly rents starting on May 1, 2026 and continuing monthly up to and including October 1, 2027 in full, on or before the first (1st) day of each corresponding month.
3. If the Tenants fail to make any of the payments in accordance with paragraph 2 of this order, and by the dates required, then:
 - a) The Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* for an order terminating the tenancy and evicting the Tenants, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a payment condition set out in paragraph 2 of this order.
 - b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act. At the time of this order's issuance, the current interest rate is 4%.

May 1, 2026
Date Issued

Alex Brkic
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.