



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

File Number: LTB-L-013962-26

In the matter of: Main Floor, 4 Clevedon St.
North York ON M3M1M4

Between: Norbert Costa Landlord

And

Jaime Cardenas Tenant

Norbert Costa (the 'Landlord') applied for an order to terminate the tenancy and evict Jaime Cardenas (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Landlord's representative, Victoria Zarif, and the Tenant attended the hearing.

Preliminary Issue:

Request to adjourn for an in-person hearing

1. The Tenant's request to adjourn for an in-person hearing was denied for the reasons that follow.
2. The Tenant testified that he is 73 years old and not technologically adept for an online hearing format and is unable to present his case over the phone. He explained that his experience as a former police officer prevents him from finding the phone a secure and reliable means of communicating. Given this, he requests an in-person hearing.
3. The LTB's general approach is to hold electronic hearings unless an in-person or written hearing is required as an accommodation or for fairness-based reasons. I also note Section 5.2(2) of the *Statutory Powers Procedure Act*, R.S.O. 1990 CHAPTER S. 22 ("SPPA") provides that the Tribunal shall not hold an electronic hearing if a party satisfies the tribunal that holding an electronic rather than an oral or written hearing is likely to cause the party significant prejudice.
4. I am not satisfied that holding the hearing electronically would prevent the Tenant from meaningfully participating or that it is likely to cause the Tenant significant prejudice. I am also not satisfied that the Tenant established accommodation needs that could not reasonably be addressed in an electronic hearing.

5. The Tenant provided limited information in support of the request, and it remains unclear why the challenges identified with participating electronically would not also arise in an in-person hearing. An in-person hearing is not required to ensure fairness solely because a matter involves the assessment of credibility or the presentation of evidence; regardless of the hearing format, all parties are afforded the opportunity to examine witnesses and challenge evidence. A preference for an in-person hearing, without more, is insufficient to justify an adjournment. I also note that the Tenant did not request an adjournment or accommodation prior to the hearing and was able to attend and participate when the hearing convened. In the circumstances and given the prejudice associated with delaying the hearing in a matter involving significant rent arrears, I find that an adjournment is not warranted and therefore deny the Tenant's request.

Request to raise section 82 issues

6. The Tenant also tried to raise issues under s.82 of the *Residential Tenancies Act, 2006* (the 'Act') at the hearing. The Tenant was denied raising the same for the reasons given below.
7. Section 82 of the Act provides that a Tenant shall be permitted to raise any issue that could be the subject of an application if the Tenant complies with the disclosure requirements or provides a satisfactory explanation as to why they could not comply with the disclosure requirements.
8. The Act requires a Tenant to give advance notice of the issues to the Landlord within the time set out in the Rules. The LTB's Rules require that disclosure must be made to the Landlord and the LTB as soon as possible but no later than 7 days before the hearing of the Landlord's application.
9. The Tenant submitted no disclosure to the LTB or the Landlord prior to the hearing. The Tenant claims he would do so in person as it is sensitive information and has a lot to present. He indicated that his age was also a factor in being able to comply with the disclosure requirements.
10. I do not find the explanation provided by the Tenant satisfactorily explains why he could not comply with the requirements. The Notice of Hearing was served on the Tenant on March 23, 2026. The Notice of Hearing provides details with respect to the disclosure of evidence and the steps a Tenant must take should they wish to raise issues. I believe the Tenant has sufficient time to take the necessary steps required to raise issues at the hearing.
11. I find it would be procedurally unfair and prejudicial to the Landlord to permit the Tenant to raise issues under section 82 at this hearing given the Tenant's lack of proper disclosure, which affects the Landlord's ability to know the case to be met. The Tenant is not precluded from bringing their own separate application to address these issues.

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 \$2,400.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 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 \$26,400.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. 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 not be unfair to postpone the eviction until May 15, 2026, pursuant to subsection 83(1)(b) of the Act.
10. The Tenant testified that his wife is unwell, and he is not able to leave her alone. He claimed that he has sold some property abroad and is waiting on Canada Revenue Agency's direction to legally bring that money here which may take time. He indicated that he would prefer to vacate because of issues with the unit but would need more time. He requested that any eviction be delayed to May 15, 2026.
11. The Landlord submitted that the rent arrears are substantial, and the Landlord has previously accommodated the Tenant's circumstances. No rent has been paid for over a year which causes them financial prejudice.
12. Having considered the Tenant's personal circumstances and request for a brief extension, I am satisfied that allowing the Tenant time until May 15, 2026, to vacate the rental unit is reasonable in the circumstances. I find that this represents a limited delay and will not cause the Landlord substantial additional prejudice beyond what has already occurred.

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:**
 - \$28,986.00 if the payment is made on or before May 15, 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 15, 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 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$25,921.80. 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 \$78.90 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 15, 2026, then starting May 16, 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 16, 2026.

May 4, 2026
Date Issued

Sheena Brar
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 16, 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 15, 2026

Rent Owing To May 31, 2026	\$28,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$28,986.00

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

Rent Owing To Hearing Date	\$25,735.80
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$25,921.80
Plus, daily compensation owing for each day of occupation starting April 23, 2026	\$78.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	