



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

File Number: LTB-L-013858-26

In the matter of: 17, BASEMENT (LL) LOWCREST BLVD
SCARBOROUGH ON M1T1K4

Between: GAMAL POLOS Landlord

And

TATIANA FINCH Tenant

GAMAL POLOS (the 'Landlord') applied for an order to terminate the tenancy and evict TATIANA FINCH (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application);
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application); and
- an order for the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 27, 2026.

Only the Landlord, and the Landlord's legal representative A. McMaster, attended the hearing.

The Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,500.00. It is due on the 6th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: $\$1,500.00 \times 12$, divided by 365 days.
5. The Tenant has paid \$3,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 5, 2026 are \$3,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,500.00 from the Tenant 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 \$150.78 is owing to the Tenant for the period from September 5, 2020 to April 27, 2026.

L2 Application – Persistent Late Payment of Rent

10. On January 22, 2026, the Landlord gave the Tenant a Notice to End your Tenancy at the End of the Term (N8 notice) for persistent late payment of rent with a termination date of April 5, 2026. The N8 notice alleged that the Tenant persistently paid the rent late 36 times between January 2023 to January 2026. The lease was month- to-month at the time of service and rent was due on the 6th of every month.
11. The Landlord's representative submitted that although the Tenant has paid the rent on time for March and April 2026, the persistent late payment has been consistent.
12. Based on the uncontested evidence before me, I find that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the sixth day of each month. The rent has been late 37 times between January 2023 to February 2026.
13. The pattern of late payments is unmistakable and persistent.
14. Given my findings on the L2, there is no opportunity to void termination of the tenancy by paying the outstanding arrears. That is, since termination of the tenancy is granted for persistent late payment of rent, the Tenant cannot void termination in this case.

Utilities

15. It was undisputed that the Tenant failed to pay the gas and electricity costs that they were required to pay under the terms of the tenancy agreement in the amount of \$187.59 for the periods November 18, 2025 to January 22, 2026. A copy of the lease agreement and a copy of the utility bills were submitted into evidence to support the Landlord's claim.
16. Based on the uncontested evidence before me, on a balance of probabilities, I find that the Landlord incurred reasonable out-of-pocket expenses of \$187.59 as a result of the Tenant's failure to pay for gas and electricity between November 18, 2025 to January 22,

2026 as required by the tenancy agreement. The Tenant shall be ordered to pay the Landlord \$187.59.

Relief from Eviction

17. Based on the uncontested evidence before me, 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) of the Act. The Tenant was not present to make submission on any relief sought.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 11, 2026.
2. The Tenant shall pay to the Landlord \$187.59, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
3. The Tenant shall also pay the Landlord \$1,120.26 which represents 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. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting April 28, 2026 to 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 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 12, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 11, 2026, then starting May 12, 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 12, 2026.

April 30, 2026
Date Issued

Mayra Sawicki
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 of the Tenant expires on November 12, 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 April 27, 2026	\$5,585.04
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$3,000.00
Less the amount of the last month's rent deposit	-\$1,500.00
Less the amount of the interest on the last month's rent deposit	-\$150.78
Total amount owing to the Landlord	\$1,120.26
Plus daily compensation owing for each day of occupation starting April 28, 2026	\$49.32 (per day)
Plus utilities owing for the period November 18, 2025 to January 22, 2026	\$187.59