



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

File Number: LTB-L-010523-26

In the matter of: 9, 2900 KEELE ST
NORTH YORK ON M3M2H1

Between: 2900 Properties Inc. Landlord

And

Nancy Michel Ortiz Gutierrez Tenant
Luis Donaldo Elvira Rueda

2900 Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Nancy Michel Ortiz Gutierrez and Luis Donaldo Elvira Rueda (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 9, 2026.

The Landlord's agent, Alan Alter, and the Tenant attended the hearing.

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 \$2,750.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$90.41. This amount is calculated as follows: \$2,750.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,600.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$22,225.60. The Tenant did not contest this amount.
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 \$2,300.00 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 \$13.10 is owing to the Tenant for the period from January 1, 2026 to April 9, 2026.
10. The Landlord is seeking a standard termination order. The Landlord said that the Tenant has been in arrears since 2024 and that the Tenant breached several agreements for repayment of the arrears. He submits that the Tenant has not managed to pay the full balance owing since November 2024 and the arrears are substantial. This was not disputed by the Tenant. The Landlord also testified is small landlord and is a fixed income and cannot afford the carrying expenses of the property due to the Tenant's non-payment.
11. The Tenant is seeking to preserve the tenancy. The Tenant testified that they could pay \$500.00 towards the arrears, in addition to the full rent each month, until the arrears are paid off. The Tenant testified that their current monthly household income is \$3,400.00 and the Tenant also receives child tax benefit in the amount of \$2,300.00. The Tenant's expenses amount to \$4,900.00 including rent. The Tenant submitted that they are new immigrants and that their three kids 2,4 and 6 are adapting to their current school and re-locating will be difficult.
12. I find that it would not be fair in the circumstances to impose a repayment plan as I am not satisfied that the Tenant would abide by it for two reasons. First, since the application was filed, although the Tenant has made payments towards the rent arrears, the Tenant has not paid the rent in full, despite having sporadic full-time employment and fixed income. Second, the Tenant did not abide by the previous payment plans negotiated with the Landlord.
13. 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 postpone the eviction until May 31, 2026 pursuant to subsection 83(1)(b) of the Act.
14. The Tenant requested that eviction be postponed until June 30, 2026 so that she could save money and find another place to live. The arrears are substantial and have continued to increase, despite the Tenant having started to work again. The Tenants have three children. The eviction is being postponed to provide the Tenants with time to find new living arrangements. Considering all of the above, it would be fair to postpone the eviction to May 31, 2026 and it would be unfair to postpone the eviction further.

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:**

- \$25,161.60 if the payment is made on or before May 31, 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 31, 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 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,162.19. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. 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.
 6. The Tenant shall also pay the Landlord compensation of \$90.41 per day for the use of the unit starting April 10, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 16, 2026, then starting June 1, 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 June 1, 2026.

May 5, 2026
Date Issued

Vinuri Sivalingam
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 30, 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 31, 2026

Rent Owing To May 31, 2026	\$28,575.60
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,600.00
Total the Tenant must pay to continue the tenancy	\$25,161.60

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

Rent Owing To Hearing Date	\$23,889.29
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,600.00
Less the amount of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$13.10
Total amount owing to the Landlord	\$18,162.19
Plus daily compensation owing for each day of occupation starting April 10, 2026	\$90.41 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	