



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kaneff Group v Bello, 2026 ONLTB 34277

Date: 2026-05-06

File Number: LTB-L-013886-26

In the matter of: 1410, 2211 SHEROBEE RD
MISSISSAUGA ON L5A2H5

Between: Kaneff Group Landlord

And

Charles Bello Tenant

Kaneff Group (the 'Landlord') applied for an order to terminate the tenancy and evict Charles Bello (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 23, 2026.

The Landlord's Legal Representative, Jennifer Smith, 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 \$1,767.23. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent compensation is \$58.10. This amount is calculated as follows: \$1,767.23 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 \$7,068.92.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The NSF cheque charges were not substantiated; therefore the claim was denied.

9. The Landlord collected a rent deposit of \$1,700.49 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.
10. Interest on the rent deposit, in the amount of \$29.06 is owing to the Tenant for the period from July 1, 2025, to April 23, 2026.

Landlord submissions

11. The position of the Landlord is the Tenant has made no payment since the application was filed with the Board.
12. The arrears are equal to approximately 3 and a half months of lawful rent.
13. The Landlord is seeking a standard order for eviction and the arrears.

Tenant submissions

14. The Tenant does not dispute the arrears.
15. The Tenant stated that he was driving for Uber up to November 2025 when his contract was terminated. The Tenant stated he is currently not employed but has been applying to jobs with Amazon and Walmart but has no planned interview with these companies.
16. The Tenant has resided in the rental unit since 2019 and stated he has weekend custody of his two girls ages 14 and 16.
17. The Tenant has no medical issues.

Section 83

18. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. In this case, based on the evidence and submissions before me I find the tenancy is not viable.
19. The Tenant requested a short delay of eviction to May 31, 2026, to allow him time to find alternative housing.
20. 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.

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:**
 - \$9,022.15 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 \$5,094.44. 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 \$58.10 per day for the use of the unit starting April 24, 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 31, 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 6, 2026
Date Issued

Greg Brocanier
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 December 1, 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	\$8,836.15
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,022.15

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

Rent Owing to Hearing Date	\$6,637.99
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,700.49
Less the amount of the interest on the last month's rent deposit	- \$29.06
Total amount owing to the Landlord	\$5,094.44
Plus, daily compensation owing for each day of occupation starting April 24, 2026	\$58.10 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	