



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

File Number: LTB-L-090487-25

In the matter of: 2206-25 Wood St.
Toronto, ON M4Y2P9

Between: Park Property Management Inc. Landlord

And

Daniela Ricciardi Tenant
Dylan Farewell

Park Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Daniela Ricciardi and Dylan Farewell (collectively the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on April 13, 2026.

The Landlord's Representative, Anita Sada, and Tenant, Dylan Farewell attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of 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 \$1,749.94. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$57.53. This amount is calculated as follows: \$1,749.94 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The uncontested rent arrears owing to April 30, 2026, are \$20,913.92.

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 \$1,749.94 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 \$28.90 is owing to the Tenant for the period from July 1, 2025, to April 13, 2026.

Relief from Eviction

10. 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 18, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Landlord's Representative submitted that the Tenant fell into rental arrears beginning in May 2025. Prior to serving the N4 Notice of Termination, the Landlord sent the Tenant a letter advising of the arrears, requesting that the Tenant contact the Landlord to make payment arrangements, and providing information about available financial assistance resources. Following service of the N4 notice, the Landlord also sent further reminders regarding the outstanding balance. Despite these efforts, the Tenant did not respond, and no payments have been made for approximately one year.
12. The Landlord's Representative also submitted that, at a previous hearing on January 13, 2026, the Tenant declined both a private discussion with the Landlord and mediation services. In light of the significant arrears, together with the Tenant's failure to make payments or communicate with the Landlord, the Landlord requested a standard eviction order.
13. The parties met privately prior to the hearing in an effort to resolve the matter but were unable to reach an agreement.
14. The Tenant testified that he has been off work for several years and expected to return to work on April 27, 2026. I asked whether he had any evidence to support this anticipated return-to-work date. The Tenant stated that his doctor had been communicating directly with his employer regarding his return. I offered to stand the matter down to allow the Tenant an opportunity to obtain and file supporting evidence; however, the Tenant declined, stating that he did not have any correspondence or documentation confirming the proposed return date.

15. The Tenant stated that he wished to remain in the rental unit and proposed a repayment plan under which he would pay \$300.00 toward the arrears on June 1 and July 1, 2026, with payments increasing to \$1,000.00 per month commencing August 1, 2026. The Tenant also proposed paying the ongoing monthly rent in full- and on-time beginning May 1, 2026. The Landlord objected to the proposed 23-month repayment plan, noting that the Tenant had not made any payments toward rent for the past year, and arguing against the length of the payment plan.
16. In support of his proposal, the Tenant disclosed monthly income of \$733.00 from Ontario Works benefits, which he stated was the amount received in both March and April 2026. He further testified that he had applied for Ontario Disability Support Program (ODSP) benefits. As the Tenant was unable to provide evidence confirming his return to work, or evidence of any anticipated ODSP entitlement or payment amount, I did not place weight on these potential future income sources.
17. After accounting for the monthly rent, and before considering any other living expenses, the Tenant would face an approximate monthly shortfall of \$1,016.94. This shortfall would increase to approximately \$1,316.94 once the initial proposed arrears repayment was included.
18. As the Tenant was unable to demonstrate the financial capacity necessary to maintain the tenancy and comply with the proposed repayment plan, I concluded that the tenancy could not be preserved. I explained to the parties that the Tenant's current financial circumstances did not support a viable plan to sustain the tenancy.
19. Considering the circumstances, I discussed with the parties the possibility of a delayed termination date of April 30, 2026. However, having regard to the date of issuance, a standard 11-day eviction order has been issued.

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:**
 - \$22,849.86 if the payment is made on or before May 18, 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 18, 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 18, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,319.03. 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 \$57.53 per day for the use of the unit starting April 14, 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 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 19, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 18, 2026, then starting May 19, 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 19, 2026.

May 7, 2026
Date Issued

Ken Audziss
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 19, 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 18, 2026

Rent Owing to May 31, 2026	\$22,663.86
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$22,849.86

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

Rent Owing to Hearing Date, April 13, 2026	\$19,911.87
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,749.94
Less the amount of the interest on the last month's rent deposit	- \$28.90
Total amount owing to the Landlord	\$18,319.03
Plus, daily compensation owing for each day of occupation starting April 14, 2026	\$57.53 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	