



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-016526-26

In the matter of: 405, 3 SUMMERLAND TERR
ETOBICOKE ON M9A0B4

Between: Concert Realty Services LTD. on Behalf of Dunbloor Developments Inc. Landlord

And

Carlo Baggetta Tenant

Concert Realty Service LTD. On Behalf of Dunbloor Developments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Carlo Baggetta (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on April 30, 2026.

Only the Landlord's Agent, Kieran Wilson, attended the hearing.

As of 2:00 p.m., 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:

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 \$2,580.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$84.82. This amount is calculated as follows: \$2,580.00 x 12, divided by 365 days.
5. The Tenant has paid \$6,500.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$1,240.00.

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 \$2,577.65 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 \$22.39 is owing to the Tenant for the period from December 1, 2025, to April 30, 2026.
10. The Landlord claimed \$75.00 in NSF charges on the L1 Application. At the hearing, the Landlord's agent clarified that these were charges incurred as a result of pre-authorized debit charges that did not clear.
11. In my view, the term "cheque" in the *Residential Tenancies Act, 2006*, SO 2006, c 17, does not include pre-authorized debit payments.
12. I adopt the reasoning articulated by LTB Member Lucas Gindin in LTB-L-071349-23 at paras. 14 – 17 in support of this interpretation of the Act:
 14. The modern approach to statutory interpretation requires that the words of ss. 87 (5) "be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament": *Rizzo & Rizzo Shoes Ltd. (Re)*, 1998 CanLII 837 (SCC), [1998] 1 S.C.R. 27, at para. 21, quoting *Elmer Driedger, Construction of Statutes*, 2nd ed. (Toronto: Butterworths, 1983), at p. 87.
 15. The term "NSF" appears approximately 23 times in the Act and in each occasion it is specified to refer specifically to cheques. In a grammatical and ordinary sense, the inclusion suggests a narrow interpretation of NSF to apply specifically to payments made by cheque. This is consistent throughout the Act. This section has been amended as recently as 2020.
 16. The Act, however, does acknowledge the distinction between rent payments made by cheque and other methods, such as in s. 108, which specifies requirements related both to "cheques or other negotiable instruments for payment of rent" and "automatic debiting of the tenant's... account", referring to PAPs.
 17. It is clear the intention of the Act was to limit the scope of NSF payments specifically to cheques.
13. Therefore, the claims related to NSF charges are dismissed.
14. 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.
15. The Landlord's agent submitted at the hearing that a postponed enforceability date is appropriate in this case, given the significant efforts the Tenant has made towards paying off the arrears. As of the hearing date, the amount of arrears owing was lower than the

arrears claimed on the initial application. I agree that postponing the eviction date to May 31, 2026 is appropriate relief in this case. This provides the Tenant with an additional opportunity to preserve his tenancy by paying off the balance owing by the end of the current rental period.

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:**
 - \$4,006.00 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. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,174.04. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$84.82 per day for compensation for the use of the unit starting May 1, 2026, until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. 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.
8. 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

 Jeremy Henderson
 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	\$10,320.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,500.00
Total the Tenant must pay to continue the tenancy	\$4,006.00

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

Rent Owing to Hearing Date	\$7,740.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,500.00
Less the amount of the last month's rent deposit	- \$2,577.65
Less the amount of the interest on the last month's rent deposit	- \$22.39
Total amount owing to the Landlord	\$(1,174.04)
Plus, daily compensation owing for each day of occupation starting May 1, 2026,	\$84.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	