



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

**Citation:** LOVETERE v ESTRELA, 2026 ONLTB 37431

**Date:** 2026-05-13

**File Number:** LTB-L-009725-26

**In the matter of:** MAIN LEVEL UNIT #1, 32 ROTHSAY  
AVENUE  
ETOBICOKE ON M8Z4M3

**Between:** GINO LOVETERE  
SERGIO GUALTIERI Landlords

**And**

DANNY ESTRELA  
MARIA ESPINOLA Tenants

GINO LOVETERE and SERGIO GUALTIERI (the 'Landlords') applied for an order to terminate the tenancy and evict DANNY ESTRELA and MARIA ESPINOLA (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord Gino Lovetere, the Landlords' Legal Representative Lisa Mancuso and the Tenant Maria Espinola attended the hearing.

### **Determinations:**

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$10,000.00.

7. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,500.00 from the Tenants and this deposit is still being held by the Landlords. 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 \$46.89 is owing to the Tenants for the period from May 23, 2025 to April 13, 2026.
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 Landlords attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Landlord Gino Lovetere testified that the Landlords are seeking an 11-day standard eviction order. The Landlords have financial obligations associated with the rental property and rely on the monthly rent payments to meet those obligations.
12. The Tenants do not dispute the arrears owing to the Landlords, but seek an opportunity to maintain the tenancy and repay the arrears as part of a payment plan.
13. The Tenant Maria Espinola testified that she was laid off from work in November, but has recently found a new job working part-time doing cleaning work. She further stated that the other Tenant Danny works construction and his work is mostly seasonal and that he was also laid off, but has been working part-time hours. Additionally their dog broke its leg requiring an unexpected surgery and vet bills, which contributed to the Tenants falling into rental arrears.
14. She believes that the Tenants' combined monthly income is approximately \$4,000.00, and proposed a payment plan of \$3,000.00 every two weeks until the arrears are paid off.
15. The Landlords are opposed to a payment plan being imposed as the Landlords and the Tenants had entered into two prior payment plans within the last year, which the Tenants did not adhere to.
16. The Tenants have made no payments to the Landlords since the application was filed. I am not satisfied that the Tenants' proposed repayment plan is feasible as it exceeds the Tenants' monthly income. Considering the submissions of both parties and their circumstances, I find a standard eviction order appropriate having considered all the circumstances of both parties.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**

- \$12,686.00 if the payment is made on or before May 24, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after May 24, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
  4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before May 24, 2026.**
  5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$6,207.58. 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 Landlords owe on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
  6. The Tenants shall also pay the Landlords compensation of \$82.19 per day for the use of the unit starting April 14, 2026 until the date the Tenants move out of the unit.
  7. If the Tenants do not pay the Landlords the full amount owing on or before May 24, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 25, 2026 at 4.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before May 24, 2026, then starting May 25, 2026, the Landlords 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 Landlords on or after May 25, 2026.

**May 13, 2026**  
**Date Issued**

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Sean Ramage  
Member, Landlord and

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 25, 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 24, 2026**

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| Rent Owing To May 31, 2026                               | \$12,500.00        |
| Application Filing Fee                                   | \$186.00           |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$12,686.00</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$8,568.47           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$2,500.00         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$46.89            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$6,207.58</b>    |
| Plus daily compensation owing for each day of occupation starting April 14, 2026                                    | \$82.19<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |