



Order under Section 69 Residential Tenancies Act, 2006

Citation: WDL 8 LP, c/o Tricon Residential v Giordandella, 2026 ONLTB 37697

Date: 2026-05-14

File Number: LTB-L-015347-26

In the matter of: 413, 131 MILL ST
TORONTO ON M5A2Z8

Between: WDL 8 LP, c/o Tricon Residential Landlord

And

Rocchina Giordandella Tenant

WDL 8 LP, c/o Tricon Residential (the 'Landlord') applied for an order to terminate the tenancy and evict Rocchina Giordandella (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on May 5, 2026.

The Landlord, represented by counsel Martin Zarnett and agent Anna Savchuk, and the Tenant, represented by their agent Paul Hatz, attended the hearing.

Preliminary Issue:

1. The preliminary issue was heard at 10:37 am. The Tenant's request to adjourn the hearing was denied and the hearing proceeded.
2. The Tenant made a request to adjourn the hearing for 4-6 months due to both the Tenant and her agent having medical issues. The Tenant's agent indicated being at the hospital in a private room and indicating a need to see a health practitioner.
3. The Landlord objected to the adjournment indicating that the delay would prejudice the Landlord in not having rent paid on time. Moreover, when questioned about the whereabouts of the Tenant's agent, the Tenant's agent was unclear and unable to articulate whether he was at the hospital for a scheduled medical appointment, what hospital or what health practitioner was going to be seen.

4. The endorsement, which denied the request to reschedule, indicated that the Tenant was expected to attend the hearing on May 5, 2026. As I have discretion to grant or deny an adjournment, I find, based on the facts presented, the adjournment is denied. Pursuant to section 21 of the *Statutory Powers Procedure Act, RSO 1990 c. S22*, an adjournment will only be granted by the Board if it is required to permit an adequate hearing to be held. Based on the information presented, it was not clear why the Tenant could not proceed today. I understand the Tenant has medical issues, as does the Tenant's agent, but the medical conditions are long term and would still exist at a future date. Moreover, the Tenant's agent's whereabouts and need for medical attention were not a reason to adjourn. He was able to articulate his reasons for an adjournment and had detailed knowledge about the merits of the application. As such, the prejudice to the Tenant is minimal. Their agent is present and is capable to speak to the matters. Matters are to proceed expeditiously, but most importantly, fairly. I find that by proceeding today, it would be fair to both parties.
5. The adjournment was denied, and the matter was set to be reconvened in the afternoon. This break allowed the Tenant's agent a further opportunity to speak with the Tenant and allow time for the Tenant to attend virtually, if she wished to do so. The hearing was reconvened at 2:00 pm.

Determinations:

6. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application. Therefore, the application is granted with conditions.
7. The Tenant was in possession of the rental unit on the date the application was filed.
8. On February 11, 2026, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleges that the rent has been paid late 9 times in the last twelve months and contains the following allegations:

Monthly Rent Due	Date Monthly Rent Paid	On Time or Late
March 1, 2025	March 16, 2025	Late
April 1, 2025	April 8, 2025	Late
May 1, 2025	May 5, 2025	Late
June 1, 2025	July 2, 2025	Late
July 1, 2025	July 30, 2025	Late
August 1, 2025	August 12, 2025	Late
September 1, 2025	September 11, 2025	Late
October 1, 2025	October 14, 2025	

November 1, 2025	November 4, 2025	On Time
December 1, 2025	December 3, 2025	On Time
January 1, 2026	January 2, 2026	On Time
February 1, 2026	Not paid in full	Late

9. The Tenant receives social housing support and asserts that she pays a rent-geared-to-income (RGI) portion of the rent in the amount of \$139.00. However, since the market rent for this unit has increased to \$1,609.55 per month as of February 2026, the Tenant continued to only pay \$139.00 without taking into consideration the change in the current market rent. As such, rent has not been paid in full and on time since February 1, 2026. The Tenant may want to address her concerns with the amount of her RGI and market rent with the appropriate social housing support authorities.
10. The arrears owing to May 31, 2026, are \$1,569.85.
11. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 9 times in the past 12 months.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.
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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Tenant has health conditions that impact her mobility. She receives assistance with her rent and will need time to address the RGI amount she is receiving based on the increased market rent. Moreover, I have provided a delay in the amount owing to be paid back allowing for time for the Tenant to discuss this with their social housing support team.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the Landlord the lawful market monthly rent of \$1,609.55 in full and on or before the 1st day of each month commencing June 1, 2026, and continuing thereafter until and including May 1, 2027.
3. The Tenant shall pay the arrears of \$1,569.85 to the Landlord by June 14, 2026.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 and 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act')

for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application as follows:
 1. \$62.00 by July 31, 2026
 2. \$62.00 by September 30, 2026
 3. \$62.00 by November 30, 2026
6. If the Tenant does not pay the Landlord the amounts owing in paragraph 5 of this order by the dates noted in that paragraph, the full amount outstanding will come due and the Tenant will start to owe interest. This will be simple interest calculated from the day following the breach of payment at 4.00% annually on the balance outstanding.

May 14, 2026
Date Issued

Jeanie Theoharis
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.