



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

**File Number:** LTB-L-014816-26

**In the matter of:** 413, 884 Regent st  
Sudbury ON P3C6C7

**Between:** Ceming Investments Inc. Landlord

**And**

Joaquin De Tibeiro Tenant

Ceming Investments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Joaquin De Tibeiro (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's agent Sherri German and the Tenant attended the hearing.

**Determinations:**

1. The application originally included Shannon Wunder as a tenant. The parties agree that she is no longer a tenant and should be removed.
2. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,279.50. It is due on the 1st day of each month.
5. The rent arrears owing to May 31, 2026 are \$8,871.16.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$9,057.16.

8. We 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.
9. The Tenant provided testimony that he is currently on sick leave from work, has a seizure disorder, has been working, is applying for more work, and has applied for unemployment insurance. Both parties are agreeable to a payment plan with \$500.00 arrears payments starting in July 2026 and that rent will start being paid on time and in full in June 2026.
10. The parties disagree regarding whether an enforcement clause should be included pursuant to section 78 of the Act. The Tenant stated that he is hospitalized frequently and that he wants a hearing if he breaches the payment plan instead of being evicted automatically. We note that section 78 balances the rights of both parties by allowing a tenant to file a motion under section 78(9) to set aside an eviction order and have a hearing. We find that an enforcement clause under section 78 should be added. Without that clause the Landlord will not have meaningful recourse if the Tenant breaches the payment plan.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$9,057.16 for arrears of rent up to May 1, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  1. For the 18 months between July 2026 to December 2027 the Tenant shall pay the Landlord \$500.00 on or before the first of every month.
  2. On or before January 1, 2028, the Tenant shall make a final payment of \$57.16.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period June 1, 2026, to January 31, 2028, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

**May 13, 2026**

**Date Issued**

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**Amanda Kovats**

Member, Landlord and Tenant Board

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**Darlene Cook**

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.