



Order under Section 69 Residential Tenancies Act, 2006

Citation: FAYWOOD-VINCI HOLDINGS INC. v DEAK, 2026 ONLTB 37378

Date: 2026-05-14

File Number: LTB-L-016857-26

In the matter of: 309, 55 FAYWOOD BLVD
NORTH YORK ON M3H2X1

Between: FAYWOOD-VINCI HOLDINGS INC. Landlord

And

BOBBI-JO LUFF Tenant

FAYWOOD-VINCI HOLDINGS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict BOBBI-JO LUFF (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 representative Howard Levenson and the Tenant attended the hearing.

Determinations:

Who are the Respondents to the Application?

1. The Landlord's application includes three respondents, Sabrina Deak ('S.D'), Bobbi-Jo Luff ('B.L'), and Stuart McLaughlan ('S.M'). B.L submits that S.M was actually a co-signer not a tenant and that S.D vacated the rental unit in either July 2023 or 2024. The Landlord submits that all three should remain on the application.
2. The lease agreement lists all three respondents as tenants (DOC-7841310). We find that the lease supports on a balance of probabilities that the parties intended for all three respondents to be tenants.
3. While all three respondents are tenants, the Board does not have jurisdiction to include them in this order. We accept the testimony of Bobbi-Jo Luff ('B.L') that S.M has never lived in the unit and that S.D vacated in either July 2023 or 2024. Section 87(1.1)(b) of the *Residential Tenancies Act, 2006* ('the Act') establishes that arrears of rent can only be ordered against a tenant no later than one year after the tenant ceased to be in possession of the rental unit. The Landlord's application was filed on February 24, 2026.

The Application

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,147.08. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$70.59. This amount is calculated as follows: $\$2,147.08 \times 12$, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to May 31, 2026 are \$8,544.17. The Tenant agrees that is the amount outstanding.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,102.93 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.
12. Interest on the rent deposit, in the amount of \$67.70 is owing to the Tenant for the period from January 1, 2025 to May 5, 2026.
13. The Tenant proposed paying \$500.00 to \$700.00 monthly towards the arrears. We find that it would be unfair in the circumstances to impose a payment plan as we are not satisfied that the Tenant would abide by it. The Tenant made no payments since the application was filed to demonstrate that they will actually abide by a payment plan. The Tenant testified that monthly she receives \$1,002.00 from OW, \$706.00 child benefit, \$410.00 in child support, and receives about \$112.00 in little chucks from GST and trillium benefit. That income would not support the payment plan. While the Tenant testified that she has a roommate she also testified that he only recently got back to work and that she was not sure what his income will be.
14. 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 postpone the eviction until June 14, 2026, pursuant to subsection 83(1)(b) of the Act. The Tenant has a child who will also be impacted by the eviction. The Tenant also identified that they have social anxiety and a leaky heart and will need time to find new living arrangements. While we have considered the Landlord's submissions that the Tenant has been in arrears before, and the prejudice to the Landlord from delay, we find that the last month's rent deposit will mitigate some prejudice to the Landlord. We have declined to postpone the termination of the tenancy any further because of the substantial amount of the arrears and because the Landlord has been waiting a long time for repayment.

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:**
 - \$8,730.17 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,877.25 if the payment is made on or before June 14, 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 June 14, 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 June 14, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,765.41. 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 \$70.59 per day for the use of the unit starting May 6, 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 June 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 15, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 14, 2026, then starting June 15, 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 June 15, 2026.

May 14, 2026
Date Issued

Amanda Kovats
Member, Landlord and Tenant Board

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on January 1, 2027 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	\$8,544.17
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,730.17

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 14, 2026

Rent Owing To June 14, 2026	\$10,691.25
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,877.25

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

Rent Owing To Hearing Date	\$6,750.04
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,102.93
Less the amount of the interest on the last month's rent deposit	- \$67.70
Total amount owing to the Landlord	\$4,765.41
Plus daily compensation owing for each day of occupation starting May 6, 2026	\$70.59 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	