



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1001015164 Ontario Inc v Rossetto, 2026 ONLTB 38479

Date: 2026-05-14

File Number: LTB-L-003078-26

In the matter of: 126-7737 LUNDY'S LANE
NIAGARA FALLS ON L2H1H3

Between: 1001015164 Ontario Inc Landlord

And

Timothy Rossetto Tenant

1001015164 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Timothy Rossetto (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 7, 2026.

The Landlord's legal representative Sara Mathew and the Tenant attended the hearing.

Determinations:

Preliminary:

1. The application is amended to properly identify the rental unit as 126-7737 Lundy's Lane, Niagara Falls ON L2H1H3

Arrears of Rent:

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,350.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$44.38. This amount is calculated as follows: \$1,350.00 x 12, divided by 365 days.

6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to May 31, 2026 are \$10,800.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,350.00 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.
10. Interest on the rent deposit, in the amount of \$25.55 is owing to the Tenant for the period from June 13, 2025 to May 7, 2026.
11. The Tenant did not dispute the amount of arrears owing, but attempted to raise maintenance issue pursuant to section 82 of the *Residential Tenancies Act, 2006* (the Act), which provides that on an application for arrears of rent, a tenant may raise any issue that could be the subject of an application made by the tenant under the Act.
12. The Tenant however failed to comply with the notice / disclosure requirements of section 82(2) of the Act and Rule 19.4 of the Board's *Rules of Procedure*. As of the hearing date, the Tenant had not served the Landlord or the Board with a list of issues to be raised under section 82 or any evidence to support their claims.
13. The Tenant provided no reasonable explanation for failing to comply with these requirements and as such, the Tenant was not permitted to raise their section 82 maintenance claims at the hearing, and the matter proceeded to only hear the Landlord's claim for arrears of rent.

Relief From Eviction:

14. 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 Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
15. This tenancy only commenced eleven months ago, and the Tenant has accrued eight months worth of arrears. The Tenant has further made no payments to the Landlord since August 2025.
16. At the hearing, the Tenant testified that he was laid off from his employment in November 2025 and that from this period until April 2026, he was only receiving Employment Insurance (EI) as his sole income. Despite receiving some income, the Tenant confirmed that he used his remaining funds to pay off other debts / creditors such as his car loans.
17. The Tenant stated that he has returned to full-time employment as of May 2026 but provided no documentary evidence to confirm this. The Tenant also confirmed that despite receiving one paycheck from his employer since his return to work, that he used these funds to again pay other creditors and satisfy other outstanding loans rather than paying his rent.

18. Based on the evidence and submissions before the Board, I find that it would be unfair to order a repayment plan or to delay termination of tenancy as the Tenant has demonstrated that he is simply unwilling to pay his monthly rent and arrears to the Landlord. Although I accept that the Tenant has other outstanding debts owing, there is no reasonable explanation as to why these other creditors are being prioritized over the rent payments despite the Tenant knowing that he is in arrears and is at risk of losing his housing. I find that any further delay would only result in additional arrears owing to the Landlord.
19. This Order contains all the reasons for this matter. No further reasons will issue.

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:**
 - \$10,986.00 if the payment is made on or before May 25, 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 25, 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 25, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,571.11. 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 \$44.38 per day for the use of the unit starting May 8, 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 May 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 26, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 25, 2026, then starting May 26, 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 May 26, 2026.

May 14, 2026
Date Issued

Fabio Quattrociochi
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 November 26, 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 25, 2026

Rent Owing To May 31, 2026	\$10,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,986.00

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

Rent Owing To Hearing Date	\$9,760.66
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,350.00
Less the amount of the interest on the last month's rent deposit	- \$25.55
Total amount owing to the Landlord	\$8,571.11
Plus daily compensation owing for each day of occupation starting May 8, 2026	\$44.38 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	