



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

File Number: LTB-L-006535-26

In the matter of: SECOND FLOOR, 1568 DUNDAS ST W
TORONTO ON M6K1T8

Between: Sharon De Oliveira Barros Landlord

And

Malissa Azevedo Tenants
Frank Azevedo

Sharon De Oliveira Barros (the 'Landlord') applied for an order to terminate the tenancy and evict Malissa Azevedo and Frank Azevedo (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 11, 2026.

The Landlord's Legal Representative Tony Dutra and the Tenants attended the hearing.

Determinations:

1. The hearing had been stood-down to permit the Landlord time to upload to the Portal the L1/L9 update sheet. The update sheet that had been uploaded was not relation to this application and could not be considered. When the application was called at 4:35 p.m., the Landlord had uploaded the correct update sheet, and the hearing proceeded.
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 \$2,692.22. It is due on the first day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$88.51. This amount is calculated as follows: \$2,692.22 x 12, divided by 365 days.
6. The Tenant has paid \$8,076.66 to the Landlord since the application was filed.
7. The rent arrears owing to May 31, 2026 are \$9,253.32.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit. The Tenant's stated that they had paid the former owners a rent deposit. They were advised to provide proof to the Landlord's Legal Representative so that it could be considered if there is going to be an eviction.
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 Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
11. The Act is remedial legislation with a "tenant protection focus" that in my view if this is to be given meaningful application, eviction should be a last resort.
12. The Tenants requested a payment plan. They proposed paying their lawful rent plus \$300.00 per month until the arrears are paid off. They stated that they have paid the last three (3) months rent in full. They advised that they are currently unemployed and awaiting re-training in the construction industry. They also advised that they likely pay more towards arrears when they had the extra funds. They acknowledged that the length of the payment plan may seem ridiculous, however they did not want to commit to something they could not otherwise afford.
13. The Landlord did not cross-examine the Tenants on their proposed payment plan.
14. The Landlord submitted that they had been flexible and had tried to work out a payment plan; that no payments towards arrears had been made. They submitted that a payment plan of 32 months was unfair to the Landlord and submitted that an amount of \$750.00 or \$1,000.00 would be fair.
15. Since the Landlord did not cross-examine the Tenants on their finances, to assess if the tenancy was financially viable, and had proposed their own payment plan, in all the circumstances I have determined that it would be fair to grant relief and order a payment plan. I preferred the Tenant's proposal because they were candid that this would not stretch their budget and they would make the payments.
16. The Tenants should be aware that all of the rent and arrears payments due dates are all "on or before" the date specified meaning that the Tenant must make sure that these payments are made by that date. The Tenant must also make sure that the payments are made in full by the due date. If the Tenant is late with a payment, does not make a payment or only makes a partial payment the Landlord can file paperwork with the Board that, if correct, would result in an order for eviction. If there may be an issue with any payment, the Tenant is encouraged to contact the Landlord prior to the default.

It is ordered that:

1. The Tenant shall pay to the Landlord \$9,439.32. This amount includes rent arrears owing up to May 31, 2026, and the cost of filing the application.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a. Monthly arrears payments on or before the 1st day of each month commencing June 1, 2026, in the amount of \$300.00 per month until the arrears of rent are paid in full; and
 - b. The Tenants shall pay the lawful rent in full and on time on or before the 1st day of each month commencing June 1, 2026, until the arrears of rent are paid in full.
3. 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 20, 2026
Date Issued

Robert Patchett
Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.