



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-076167-25-RV

In the matter of: 2516, 33 King St
York ON M9N3R7

Between: MPCT DIF DAM Residence at Weston LP Landlord

And

Sherezade Cabanas-Villa Tenant

MPCT DIF DAM Residence at Weston LP (the 'Landlord') applied for an order to terminate the tenancy and evict Sherezade Cabanas-Villa (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-076167-25 issued on December 11, 2025. The Tenant did not attend the hearing. The Board terminated the tenancy and ordered the Tenant to pay rent arrears.

On February 11, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 12, 2026, interim order LTB-L-076167-25-RV-IN was issued, staying the order issued on December 11, 2025.

The review request was heard by video conference on March 18, 2026. Interim order LTB-L-076167-25-RV-IN2 issued on March 26, 2026, granted the review request and directed that the application be heard *de novo*.

The *de novo* hearing was held on April 22, 2026.

The Landlord's Legal Representative Natasha Mizzi, the Landlord's Agent Mary Cariati, and the Tenant Sherezade Cabanas-Villa attended the hearing.

Preliminary Issues:

1. On April 20, 2026, the Tenant filed a T2 application to the Board (LTB-T-034743-26), alleging that the Landlord substantially interfered with and harassed the Tenant. Although the T2 application was largely a defence to the Landlord's application, I did not find it appropriate to combine them as the Landlord was not aware of the claim and it could not

be sent to the Landlord during the hearing. Procedural fairness requires that the parties know the case to be met and be able to prepare accordingly.

2. The Tenant requested to present documentary evidence which she had uploaded to the Tribunals Ontario Portal ('TOP') but did not otherwise serve to the Landlord. Pursuant to Rule 3.1(i) of the Board's *Rules of Procedure*, uploading documents directly to TOP is only valid if the party has consented in writing to accept service through TOP. The Landlord did not consent in this case, and the Landlord's Representative stated that she had not seen the documents in TOP. As the documents were not validly served, they were not admitted as evidence during the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,499.22. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.29. This amount is calculated as follows: $\$1,499.22 \times 12$, divided by 365 days.
5. The Tenant has paid \$11,113.68 to the Landlord since the application was filed.
6. The Tenant disputed the arrears but did not provide specifics as to why the amount was incorrect. The Tenant did not provide documentary evidence to support her position. Accordingly, I accept the Landlord's calculations and find that the rent arrears owing to April 30, 2026, are \$7,922.77.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,499.22 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.
9. Interest on the rent deposit, in the amount of \$47.14 is owing to the Tenant for the period from January 1, 2025, to April 22, 2026.
10. The Tenant testified that she is a single mother and has lived in the rental unit for 11 years. The Tenant has been involved in lengthy legal proceedings involving child support. She has looked for alternative accommodations but has not been able to find an affordable unit. The Tenant requested to preserve the tenancy and repay the arrears.
11. The Landlord's Representative submitted that the unit is classified as an affordable unit, and that the rent would not be increased if it were re-rented. The Representative submitted that the tenancy is not viable and sought termination.

12. Having reviewed the Tenant's income and expenses, I am not satisfied that she has the financial capacity to pay the rent each month, or the arrears. It would be prejudicial to the Landlord to continue a tenancy that is not viable; therefore, it must be terminated. However, considering the length of the tenancy, the Tenant being a single parent, and the other personal challenges she has been experiencing, I find it appropriate to postpone the termination to July 10, 2026.
13. 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 postpone the eviction until July 10, 2026, pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$9,607.99 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
 - OR**
 - \$11,107.21 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
 - OR**
 - \$12,606.43 if the payment is made on or before July 10, 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 July 10, 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 July 10, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,147.57. 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 \$49.29 per day for the use of the unit starting April 23, 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 July 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 10, 2026, then starting July 11, 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 July 11, 2026.

May 21, 2026
Date Issued

Kate Sinipostolova
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 11, 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	\$20,535.67
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$11,113.68
Total the Tenant must pay to continue the tenancy	\$9,607.99

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$22,034.89
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$11,113.68
Total the Tenant must pay to continue the tenancy	\$11,107.21

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 10, 2026

Rent Owing To July 31, 2026	\$23,534.11
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$11,113.68
Total the Tenant must pay to continue the tenancy	\$12,606.43

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

Rent Owing To Hearing Date	\$18,621.61
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$11,113.68
Less the amount of the last month's rent deposit	- \$1,499.22
Less the amount of the interest on the last month's rent deposit	- \$47.14
Total amount owing to the Landlord	\$6,147.57
Plus daily compensation owing for each day of occupation starting April 23, 2026	\$49.29 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	