



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

**File Number:** LTB-L-018411-26

**In the matter of:** 8 Mayflower Gardens  
Tottenham ON L0G1W0

**Between:** Layvaty Corp Landlord

**And**

Deveral Deer Tenant  
Giselle Dasilva-Martins

Layvaty Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Deveral Deer and Giselle Dasilva-Martins (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant (L2 Application).

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on May 19, 2026. Only the Landlord's Legal Representative Eric Spalvieri attended the hearing.

As of 10:11 AM, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

### **Determinations:**

#### **L1 Application**

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 \$4,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$134.79. This amount is calculated as follows: \$4,100.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$20,500.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$4,000.00 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.
9. Interest on the rent deposit, in the amount of \$195.28 is owing to the Tenant for the period from April 1, 2024, to May 19, 2026.

## L2 Application

10. The Landlord's Representative requested to amend the application to increase the amount of utilities claimed from \$5,498.45 to \$5,983.83. The amended application was served to the Tenant and did not add any new issues. As such, I found it appropriate to grant the amendment request.
11. On January 26, 2026, the Landlord gave the Tenant an N5 notice of termination ('N5 Notice'), alleging that the Tenant failed to pay the utilities they were required to pay under the tenancy agreement.
12. Based on the uncontested evidence of the Landlord, I make the following findings of fact. The Tenant is responsible for paying the water, gas, and electricity bills under the tenancy agreement. The Tenant failed to pay the water bills in full, with the current balance being \$5,983.83. The Landlord paid this amount to the township on the Tenant's behalf.
13. The Tenant did not repay the utilities within seven days after receiving the N5 Notice. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
14. I am satisfied, on a balance of probabilities, that the Tenant substantially interfered with the Landlord's rights by failing to pay the utilities they were required to pay under the terms of the tenancy agreement. The Landlord has incurred reasonable out-of-pocket expenses of \$5,983.83 as a result of the Tenant's failure to pay the water costs.

Relief from Eviction

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
16. The Tenant did not attend the hearing to advise the Board of their circumstances. The Landlord's Representative was not aware of any reasons to delay or deny eviction.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated based on the L2 Application. The Tenant must move out of the rental unit on or before June 5, 2026.
2. If the unit is not vacated on or before June 5, 2026, then starting June 6, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 6, 2026.
4. The Tenant shall pay to the Landlord \$14,966.73. 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.
5. The Tenant shall also pay to the Landlord \$5,983.83, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
6. The Tenant shall also pay the Landlord compensation of \$134.79 per day for the use of the unit starting May 20, 2026, until the date the Tenant moves out of the unit.
7. The total amount the Tenant must pay the Landlord is \$20,950.65.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 6, 2026, at 4.00% annually on the balance outstanding.

**May 25, 2026**  
**Date Issued**

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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 December 6, 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: Calculation of Amount Owning****A: Amount the Tenant must pay as the tenancy is terminated**

|                                                                                                                        |                       |
|------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Rent Owning To Hearing Date                                                                                            | \$18,961.01           |
| Utilities Owning To Hearing Date                                                                                       | \$5,983.83            |
| Application Filing Fee                                                                                                 | \$201.00              |
| <b>Less</b> the amount of the last month's rent deposit                                                                | - \$4,000.00          |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                                | - \$195.28            |
| <b>Total amount owing to the Landlord</b>                                                                              | <b>\$20,950.65</b>    |
| Plus daily compensation owing for each day of occupation starting<br>May 20, 2026                                      | \$134.79<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing<br>(excluding costs) is \$50,000.00. |                       |