



Order under Section 69 Residential Tenancies Act, 2006

Citation: Rosa v Petrash, 2026 ONLTB 40331

Date: 2026-05-25

File Number: LTB-L-020171-26

In the matter of: main floor, 80 DELAWARE AVE
TORONTO ON M6H2T1

Between: Amelia Rosa Landlords
Sergio Rosa

And

David Petrash Tenant

Amelia Rosa and Sergio Rosa (the 'Landlords') applied for an order to terminate the tenancy and evict David Petrash (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on May 14, 2026.

The Landlords' Legal Representative, Elaine Page, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, having considered all of the disclosed circumstances in accordance with section 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to postpone the eviction until June 30, 2026, pursuant to section 83(1)(b) of the Act.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. Rent is due on the first (1st) day of each month.
4. On February 27, 2026, the Landlords gave the Tenant an N8 notice of termination deemed served that same day. The notice of termination alleges that for the period from February 1, 2025 to February 1, 2026, the Tenant has paid the rent late 12 out of 13 months and did

not pay rent at all for February 2026. At the hearing, both parties confirmed that the details of the payment pattern stated in the N8 notice were correct.

5. After the N8 notice was given, the Tenant confirmed that he has not paid any rent for April 2026 or May 2026. The Tenant testified that he understands when the rent is due and did not dispute the late payment pattern set out in the N8 notice up to the day of the hearing. His explanation for the late payments was that he lost his job a year ago which significantly impacted his ability to pay the rent on time and meet his other financial responsibilities.
6. Having considered the parties' evidence and submissions, I am satisfied on the balance of probabilities that the Landlord has proven the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month, and the parties do not dispute that it was paid late 12 out of 13 months with one month unpaid during the period set out in the N8 notice. Since the N8 notice was served, the Tenant continues to pay the rent late or not at all, though he testified that he understands his rent obligations under the lease. There was also no evidence to suggest the Landlords are complacent with late and/or piecemeal payments.

Daily Compensation:

7. The Tenant was required to pay the Landlords \$1,331.12 in daily compensation for use and occupation of the rental unit for the period from May 1, 2026 to May 14, 2026.
8. Based on the monthly rent, the daily compensation is \$95.08. This amount is calculated as follows: \$2,892.00 x 12, divided by 365 days.
9. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlords collected a rent deposit of \$2,474.60 from the Tenant and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$53.96 is owing to the Tenant for the period from May 1, 2025 to May 14, 2026.
11. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from Eviction:

12. 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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
13. As mentioned above, the Tenant testified that he lost his job one year ago which greatly impacted his ability to pay rent on time. He is also obligated to pay child support for his six-year-old daughter as well as litigation costs to his ex-wife. The Tenant stated that these were priority expenses that unfortunately also effected his ability to pay the rent. The Tenant was, however, recently able to secure financial assistance from his family to pay the outstanding \$14,000.000 in child support payments and litigation costs. The Tenant also confirmed that he has secured new full-time employment that is to begin on June 1, 2026, but was unable to provide proof of employment when asked at the hearing.

14. The Tenant testified that he has shared custody of his daughter and would need at least 2-3 months to find another suitable unit in the event of eviction. The Tenant reiterated his desire to stay in the unit and requested a conditional order to pay the rent in full as it comes due to try and preserve the tenancy.
15. The Landlord's Legal Representative stated that the Tenant has a history of paying the rent late or not at all that is reflected in prior L1 applications (LTB-L-037234-25) and L2 applications (LTB-L-032584-23). The Tenant has been given multiple chances to rectify the issue, and only when the Tenant is served with notices of termination will he try to provide payments on time and/or towards the rent arrears. The Tenant is currently in arrears, and the Landlords are constantly having to chase him each month to pay the rent and pay it on time. Consequently, the Landlords do not have faith the Tenant will be able to abide by any conditional order which would only serve to delay an inevitable eviction and result in more time and proceedings before the Board.
16. Based on the evidence before me, I am inclined to agree with the Landlords. The Tenant's payment history since February 2025 shows no rent payments made on time, and nothing paid for April 2026 or May 2026. Although the Tenant states he has secured new employment, he provided no proof of such employment, which was expected and available evidence at the time. In any event, the start date for the Tenant's new job is not until June 1, 2026, which is when the rent for the next month becomes due. The Tenant made no mention of any advance salary payments or when he would receive his first paycheck to alleviate the issue of how he will pay the rent in full on or before June 1, 2026, which is when the condition for him to pay rent on time would start. The Tenant also did not clarify what any future child support payments look like, and he has previously made those payments a priority at the expense of paying the rent on time. Consequently, I am not satisfied that a conditional order is appropriate in this instance. However, given the Tenant's personal circumstances, I find that it would not be unfair to postpone the eviction until June 30, 2026 to afford the Tenant additional time to secure alternate accommodation.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlords 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 Landlords on or after July 1, 2026.
4. The Tenant shall pay to the Landlords \$1,331.12, which represents compensation for the use of the unit from May 1, 2026 to May 14, 2026.
5. The Tenant shall also pay the Landlords compensation of \$95.08 per day for the use of the unit starting May 15, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.

7. The Landlords owe \$2,528.56 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. As of the date of the hearing, the amount of the rent deposit and interest the Landlords owe on the rent deposit exceeds the amount the Landlords are entitled to by \$1,011.44.
9. However, the Landlords are authorized to deduct from amount owing to the Tenant \$95.08 per day for compensation for the use of the unit starting May 15, 2026 to the date the Tenant moves out of the unit.
10. The Landlords or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

May 25, 2026
Date Issued

Fotoula Hatzantonis
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 of the Tenant 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.