



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-016770-26

In the matter of: 20, 35 SWORDBILL DR
ETOBICOKE ON M9A4V3

Between: Hi-Lo Investments Landlord

And

Jolanta Dziura Tenants
Marta Dziura

Hi-Lo Investments (the 'Landlord') applied for an order to terminate the tenancy and evict Jolanta Dziura and Marta Dziura (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

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

Only the Landlord's Representative, Sharon Harris, attended the hearing.

Determinations:

Tenant's participation

1. As of 9:36 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing. There was no record of a request to adjourn the hearing.
2. As a result, the hearing proceeded with only the Landlord's evidence and the Landlord's Representative then disconnected after the matter concluded on an uncontested basis.
3. The moderator noted that one of the Tenants connected to the call at 10:02 a.m., however, the Tenant never entered the hearing room or made themselves known to me. Therefore, my determinations were made on the Landlord's uncontested evidence.

The Application

4. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated, and the Tenants must vacate the unit on or before June 9, 2026.

5. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
6. The Tenants were in possession of the rental unit on the date the application was filed.
7. On January 15, 2026, the Landlord gave the Tenants an N8 notice of termination ("N8 notice"). The notice of termination contains the following allegations: the Tenants have been persistently late in paying their rent.
8. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent had been paid late 11 months of the 11 months preceding the N8 notice.
9. The Landlord's Representative provided that since the N8 notice was served the Tenants have continued to be late in paying their rent.
10. Based on the uncontested evidence before me, I am satisfied that the Tenants have continued to be persistently late with their rent payments even after the service of the N8 notice.
11. The Tenants were required to pay the Landlord \$2,392.42 in daily compensation for use and occupation of the rental unit for the period from April 1, 2026, to May 7, 2026.
12. The Landlord indicated that as of the date of the hearing the Tenants had made payments towards the rent and arrears and owed a total of \$1,412.25 for the period ending May 31, 2026.
13. Based on the monthly rent, the daily compensation is \$64.66. This amount is calculated as follows: \$1,966.74 x 12, divided by 365 days.
14. The Landlord collected a rent deposit of \$1,833.32 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$13.40 is owing to the Tenants for the period from January 1, 2026, to May 7, 2026.
15. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants is required to pay.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

17. The Landlord's Agent provided that they were unaware of any circumstance of the Tenants that would support denying or delaying eviction. The Tenants did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application.
18. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 9, 2026.
2. If the unit is not vacated on or before June 9, 2026, then starting June 10, 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 10, 2026.
4. The Tenants shall pay to the Landlord \$1,412.25, which represents compensation for the use of the unit from April 1, 2026, to May 31, 2026. The Landlord shall deduct from this amount any rent payments the Tenant made for this period.
5. The Tenants shall also pay the Landlord compensation of \$64.66 per day for the use of the unit starting June 1, 2026, until the date the Tenants moves out of the unit.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,846.72 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
8. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order
9. If the owing party does not pay the other the full amount owing on or before June 9, 2026, the owing party will start to owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.

May 29, 2026
Date Issued

Nicole Pedron
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 Tenants expires on December 10, 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.