



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

File Number: LTB-L-006300-26

In the matter of: 607, 20 TUXEDO CRT
SCARBOROUGH ON M1G3S5

Between: Q RES VI OPERATING LP Landlord

And

MARIA PEREZ LEIVA Tenant

Q RES VI OPERATING LP (the 'Landlord') applied for an order to terminate the tenancy and evict MARIA PEREZ LEIVA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 8, 2026.

The Landlord's agent Aly Lago, the landlord's legal representative Emily Barbatl and the Tenant attended 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 \$2,654.60. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$87.27. This amount is calculated as follows: \$2,654.60 x 12, divided by 365 days.
5. The Tenant has paid \$2,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$10,748.93.
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 \$2,600.00 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 \$28.42 is owing to the Tenant for the period from October 1, 2025, to April 8, 2026.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

Tenant Evidence

11. The Tenant testified that on September 29, 2025, there was a flood in the previous rental unit which caused extensive damage to the walls and flooring and rendered the unit uninhabitable. The Tenant further stated that she experienced a loss of income following the flood, as she lost approximately one week of work, and incurred additional expenses.
12. The Tenant testified that she provided the Landlord with a welfare cheque as a partial rent payment. The Tenant stated that the cheque was issued in the Landlord's name and was received by "Jen," who works in the rental office on site. The Tenant testified that in October 2025 she paid \$960.00 toward the monthly rent but was unable to pay the remaining balance of the monthly rent due to financial hardship.
13. The Tenant stated that the arrears claimed by the Landlord improperly include the rent for April 2026 despite the Tenant having given notice to terminate the tenancy effective April 30, 2026. The Tenant testified that after accounting for the alleged October 2025 payment adjustment and the last month's rent deposit, the total arrears should be reduced to approximately \$6,800.00.

Landlord Evidence

14. The Landlord's agent Aly Lago stated that the Landlord relied on the rent ledger uploaded to the Tribunals Ontario Portal. The Landlord testified that there is no documentary evidence establishing that an additional October 2025 payment of \$1,500.00 was made beyond the amounts already reflected in the ledger.
15. The Landlord acknowledged that the Tenant paid \$960.00 in October 2025 but testified that this payment was already credited to the Tenant's account. The Landlord further testified that the ledger entry dated November 1, 2025 in the amount of \$5,764.87 represented the transferred balance associated with the substitute rental unit and already incorporated the Tenant's October 2025 payment of \$960.00.
16. The Landlord testified that the Tenant remains in substantial arrears of rent notwithstanding the credits already applied to the account.

Analysis

17. Pursuant to section 43 of the Act, a tenant is required to pay lawful rent when it becomes due. The Tenant does not dispute that rent arrears are owing. The primary dispute between the parties concerns whether an additional October 2025 rent payment or credit should reduce the arrears beyond the amounts already reflected in the Landlord's ledger.
18. The Landlord produced a rent ledger documenting the charges, payments, and balance owing. The Tenant did not provide documentary evidence, receipts, bank records, copies of cheques, money orders, or any other corroborating evidence establishing that payments beyond those already credited in the ledger were made.
19. While the Tenant testified that a welfare cheque was delivered to the Landlord through an employee named Jen, the Tenant was unable to provide documentary confirmation of the amount of the cheque or proof that it had not already been credited to the rental account.
20. I accept the Landlord's evidence that the November 1, 2025, transferred balance of \$5,764.87 already accounted for the Tenant's October 2025 payment of \$960.00. The Landlord's explanation was consistent with the ledger entries and was not contradicted by documentary evidence.
21. The Tenant also argued that the arrears should be reduced because the tenancy is terminating on April 30, 2026, and because a last month's rent deposit was paid. However, the last month's rent deposit may only be applied to the final month of the tenancy and does not extinguish the arrears that accumulated prior to that period.
22. I find, on a balance of probabilities, that the Landlord's ledger accurately reflects the arrears owing and that the Tenant has not established that additional uncredited payments should further reduce the balance.
23. I am satisfied that the Tenant has failed to pay rent lawfully owing under the tenancy agreement and that the Landlord is entitled to termination of the tenancy and eviction pursuant to section 69 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:**
 - \$13,589.53 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$16,244.13 if the payment is made on or before June 9, 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 June 9, 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 June 9, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,350.07. 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 \$87.27 per day for the use of the unit starting April 9, 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 June 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 10, 2026, at 4.00% annually on the balance outstanding.
8. 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.
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 June 10, 2026.

May 29, 2026
Date Issued

Nathan Korenberg
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 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.

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	\$15,403.53
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Total the Tenant must pay to continue the tenancy	\$13,589.53

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 9, 2026

Rent Owing To June 30, 2026	\$18,058.13
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Total the Tenant must pay to continue the tenancy	\$16,244.13

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

Rent Owing To Hearing Date	\$10,792.49
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$28.42
Total amount owing to the Landlord	\$6,350.07
Plus daily compensation owing for each day of occupation starting April 9, 2026	\$87.27 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	