



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-008531-26

In the matter of: 42 GERMANA PL
MAPLE ON L6A4R5

Between: Robert Di Ruscio Landlord
Andrea Di Ruscio

And

Eva Shreyberg Tenant
Abigail Shreyberg
Mark Shreyberg

Robert Di Ruscio and Andrea Di Ruscio (the 'Landlord') applied for an order to terminate the tenancy and evict Eva Shreyberg, Abigail Shreyberg and Mark Shreyberg (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 legal representative Maria Sturino 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 \$6,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$197.26. This amount is calculated as follows: \$6,000.00 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 April 30, 2026, are \$40,000.00.
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 \$6,000.00 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 \$278.76 is owing to the Tenant for the period from April 1, 2024, 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.
11. The Landlord filed a previous application under LTB-L-108932-25 which resulted in an order terminating the tenancy effective March 31, 2026, based on an N11 Agreement to Terminate the Tenancy signed by the parties. The Tenants did not vacate the rental unit in accordance with that agreement and remain in possession of the rental unit.
12. At the hearing, the Tenant confirmed the amount of arrears claimed by the Landlord is correct. The Tenant did not dispute the Landlord's claim for termination and requested additional time to vacate the rental unit until May 15, 2026.
13. The Tenant acknowledged there was no explanation or justification for the rental arrears. The Tenant also stated that funds currently available would be required to secure alternate accommodation and therefore would not be paid towards the arrears.
14. The tenancy commenced on April 1, 2024. The evidence before the Board was that this is a joint tenancy. Although Abigail moved out of the rental unit in July 2024, the Landlord maintains that all tenants named in the tenancy agreement remain jointly and severally liable and should remain named on the order. I agree.
15. The Landlord requested a standard order terminating the tenancy. Having considered all of the circumstances, including the prior N11 agreement, the admitted arrears, and the Tenant's evidence that the arrears will not be paid, I find it appropriate to terminate the tenancy effective May 15, 2026.

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:**
 - \$46,186.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$52,186.00 if the payment is made on or before June 5, 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 5, 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 5, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$33,907.24. 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 \$197.26 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 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.
8. 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.
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 6, 2026.

May 25, 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 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
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	\$46,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$46,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 5, 2026

Rent Owing To June 30, 2026	\$52,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$52,186.00

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

Rent Owing To Hearing Date	\$40,000.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$6,000.00
Less the amount of the interest on the last month's rent deposit	- \$278.76
Total amount owing to the Landlord	\$33,907.24
Plus daily compensation owing for each day of occupation starting April 9, 2026	\$197.26 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	