



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

File Number: LTB-L-009769-26

In the matter of: 706-88 Park Lawn Rd.
Etobicoke, ON M8Y0B5

Between: Alejandro Barreiro Landlord

And

Tekoa Sellars Tenant

Alejandro Barreiro (the 'Landlord') applied for an order to terminate the tenancy and evict Tekoa Sellars (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on April 13, 2026.

The Landlord's Legal Representative, Maria Sturino, the Landlord, and the Tenant attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of the hearing.

Parties sought resolution through mediation but were unsuccessful.

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 \$2,530.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$83.18. This amount is calculated as follows: \$2,530.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,530.00 to the Landlord since the application was filed. This amount represents the compensation the Landlord paid to the Tenant

pursuant to the N12 notice, which the Tenant, upon receipt, paid back to the Landlord on January 30, 2026.

6. The uncontested rent arrears owing to April 30, 2026, are \$23,420.00.
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 \$2,530.00 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 \$270.62 is owing to the Tenant for the period from May 2, 2020, to April 13, 2026.
10. On January 26, 2026, the Tenant filed T1, T2, and T6 applications under file number **LTB-T-007371-26**. However, the Tenant did not request that those applications be combined with the Landlord's L1 application. As a result, I did not consider submissions relating to the Tenant's applications in this proceeding.

Relief from Eviction

11. 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 the order issued under **LTB-L-002257-26** which terminated the tenancy on May 31, 2026, and find that it would not be unfair to postpone the eviction until June 6, 2026 pursuant to subsection 83(1)(b) of the Act.
12. The Landlord's Representative submitted that the Tenant fell into rental arrears beginning in July 2024. The Landlord made multiple attempts to communicate with the Tenant regarding the outstanding balance; however, the Tenant did not respond, and no payments have been since the application was filed. Given the significant amount of outstanding rent arrears and the minimal payments made since the application was filed, the Landlord's Representative requested a standard eviction order.
13. The Tenant testified that she intends to vacate the rental unit as soon as possible and stated that she requires approximately 30 days to move out. She explained that she lives alone and must complete the move herself. The Tenant also testified that she has a disability and is experiencing ongoing health issues. She stated that she suffered a brain injury arising from a medical malpractice incident and was formally diagnosed in September 2025, which has significantly affected her career and ability to work. The Tenant believes the Landlord has failed to acknowledge her disability and medical circumstances.
14. The Tenant testified that she is awaiting a settlement related to the medical malpractice matter; however, she acknowledged that the anticipated settlement funds will not be sufficient to fully satisfy the rent arrears. She further stated that

the settlement funds will instead be needed to secure new accommodations and cover moving expenses. The Tenant testified that she currently earns approximately \$1,500.00 per month in employment income. She did not dispute the amount owing to the Landlord and advised that she was aiming to vacate the rental unit by May 15, 2026.

15. I discussed with the parties the possibility of a global resolution that would fully and finally resolve the Landlord's applications, **LTB-L-009769-26** and **LTB-L-002257-26**, the Tenant's application, **LTB-T-007371-26**, and the Tenant's application before the Human Rights Tribunal of Ontario (HRTO). The matter was stood down twice to provide the parties with additional time; however, by 4:16 p.m., the parties were unable to reach an agreement.
16. In light of the Tenant's stated intention to vacate the rental unit, her anticipated move-out date of May 15, 2026, the May 31, 2026, termination date under **LTB-L-002257-26**, and considering the order issuance date, I have issued a standard 11-day eviction order.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order. However, even if the Tenant voids this order, the Landlord can still proceed with the enforcement of the L2 application under **LTB-L-002257-26**.
 2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$26,136.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$28,666.00 if the payment is made on or before June 6, 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 6, 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 6, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$19,356.72. 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 \$83.18 per day for the use of the unit starting April 14, 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 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 7, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 6, 2026, then starting June 7, 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 7, 2026.

May 26, 2026
Date Issued

Ken Audziss

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 7, 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	\$28,480.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,530.00
Total the Tenant must pay to continue the tenancy	\$26,136.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 6, 2026

Rent Owing to June 30, 2026	\$31,010.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,530.00
Total the Tenant must pay to continue the tenancy	\$28,666.00

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

Rent Owing to Hearing Date, April 13, 2026	\$24,501.34
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,530.00
Less the amount of the last month's rent deposit	- \$2,530.00
Less the amount of the interest on the last month's rent deposit	- \$270.62
Total amount owing to the Landlord	\$19,356.72
Plus, daily compensation owing for each day of occupation starting April 14, 2026	\$83.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	