



Order under Section 69 Residential Tenancies Act, 2006

Citation: Vincenzo v Gowans, 2026 ONLTB 41662

Date: 2026-05-29

File Number: LTB-L-016920-26

In the matter of: 111 WESLEY ST
ETOBICOKE ON M8Y2W9

Between: Carmine Vincenzo Landlord
Filomena Vincenzo

And

Douglas Gowans Tenant

Carmine Vincenzo and Filomena Vincenzo (the 'Landlord') applied for an order to terminate the tenancy and evict Douglas Gowans (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 5, 2026.

The Landlord's representative Maria Sturino and the Tenant's agent Alex Stewart attended the hearing. Mr. Stewart indicated that the Tenant asked him to represent him, that he is an occupant of the rental unit, and is the Tenant's care giver. I was satisfied that Mr. Stewart fell into a licensing exemption established by the Law Society of Ontario. Mr. Stewart is friend or neighbour who is not in the business of providing legal services, who does not receive any compensation for the representation, and who provides legal services in no more than 3 matters in a year. Mr. Stewart's circumstances as an occupant are also relevant to relief from eviction.

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 \$2,459.40. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$80.86. This amount is calculated as follows: \$2,459.40 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 May 31, 2026 are \$12,297.00. Mr. Stewart agreed that amount is correct.
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 \$2,150.00 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 \$342.30 is owing to the Tenant for the period from September 1, 2017 to May 5, 2026.
10. 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 14, 2026 pursuant to subsection 83(1)(b) of the Act.
11. Mr. Stewart initially said that the Tenant just filed a consumer proposal but then that he was not sure if it's a bankruptcy the Tenant filed and that the Tenant is trying to consolidate his debts. No documents were provided to support that the Tenant has filed for bankruptcy. I am not satisfied on a balance of probabilities that the Tenant provided sufficient evidence to establish that the arrears are a claim provable in bankruptcy and therefore this matter is not stayed and will proceed.
12. The request for a payment plan is denied as I'm not satisfied that the Tenant will abide by it. The Tenant has not paid any rent in five months, and the arrears are substantial. Mr. Stewart indicated that the Tenant receives CPP, OAS, and pension through his work, however he also said that the CRA is garnishing the Tenant's work pension. Mr. Stewart indicated that he makes between \$1,500.00 to 2,000.00, that he was not working in the winter as he is a roofer, but also that he does not contribute to rent just food. That some income has been coming in and no payments have been made does not support that the Tenant will abide by a payment plan.
13. I find a short delay to be fair in the circumstances. The Tenant is 71 and has been living in the rental unit for 9 years. The Tenant also has a back injury from a car accident and will need additional time to move. I have also considered that the eviction will impact Mr. Stewart as well. However, the arrears are substantial, the Landlords have been waiting along time for repayment, and the Landlords are also seniors. The Landlords are 87 and 89, only own one rental property, and rely on the rental income. I find that any further delay would be unfair in the circumstances.

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:**

- \$12,483.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$14,942.40 if the payment is made on or before June 14, 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 14, 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 14, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,935.60. 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 \$80.86 per day for the use of the unit starting May 6, 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 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 15, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 14, 2026, then starting June 15, 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 15, 2026.

May 29, 2026
Date Issued

Amanda Kovats
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 15, 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	\$12,297.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,483.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 14, 2026

Rent Owing To June 30, 2026	\$14,756.40
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,942.40

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

Rent Owing To Hearing Date	\$10,241.90
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,150.00
Less the amount of the interest on the last month's rent deposit	- \$342.30
Total amount owing to the Landlord	\$7,935.60
Plus daily compensation owing for each day of occupation starting May 6, 2026	\$80.86 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	