



Order under Section 69 Residential Tenancies Act, 2006

Citation: Aera Investments Ltd v Jimenez, 2026, ONLTB 42133

Date: 2026-05-29

File Number: LTB-L-023727-26

In the matter of: 10, 5 CHERYL RD
NEPEAN ON K2G0V5

Between: Aera Investments Ltd Landlord

And

Marta Jimenez Tenant

Aera Investments Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Marta Jimenez (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 25, 2026.

The Landlord's Agent, Jim Sarlis, 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 \$1,327.22. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.63. This amount is calculated as follows: \$1,327.22 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 \$9,856.88.
7. During the hearing, the Tenant said they have made several payments to the Landlord via email money transfer and believed the amount owing to be approximately \$1000.00 less. The Tenant failed to provide any dates and/or amounts of payments to support their assertion, or any bank records confirming transactions from their accounts. As a result,

there was insufficient evidence before me to conclude that any specific payments were made.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,327.22 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.
10. Interest on the rent deposit, in the amount of \$11.07 is owing to the Tenant for the period from January 1, 2026, to May 25, 2026.

Relief from eviction

11. The Tenant admitted that the tenancy was no longer sustainable and did not have the income to support the monthly rent. She testified that her roommate moved out in September 2025, and she has not been able to pay the full rent since then and has not been able to find another occupant. The Tenant requested a 60-day delay of eviction so the children can finish the school year at the end of June.
12. The Landlord opposed any further relief and requested a standard order to terminate the tenancy due to the high amount of arrears.
13. Based on the evidence before me and the parties' submissions, I find that it would not be unfair to allow a 30-day delay of eviction. This will allow the Tenant's daughter to complete her high school and provide more time for the Tenant to find alternative housing. I am mindful that while the Landlord may experience some financial strain, the prejudice to the Landlord would be lessened as they hold a last month's rent deposit so no further arrears of rent shall accrue during this one-month period.
14. 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 not be unfair to postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) 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:**
 - \$10,042.88 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,370.10 if the payment is made on or before June 30, 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 30, 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 30, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,468.12. 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 \$43.63 per day for the use of the unit starting May 26, 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.

May 29, 2026
Date Issued

Colette Myers
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 January 1, 2027 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	\$9,856.88
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,042.88

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$11,184.10
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,370.10

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

Rent Owing To Hearing Date	\$9,620.41
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,327.22
Less the amount of the interest on the last month's rent deposit	- \$11.07
Total amount owing to the Landlord	\$8,468.12
Plus, daily compensation owing for each day of occupation starting May 26, 2026	\$43.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	