



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

File Number: LTB-L-019461-26

In the matter of: 706, 575 UNIVERSITY AVE W
WINDSOR ON N9A5R4

Between: Amiraco Properties Inc. Landlord

And

Simon Anoya Tenant

Amiraco Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Simon Anoya (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on May 12, 2026 at 9:52 a.m.

Only the Landlord's representative Charlotte Williams, licensed paralegal attended the hearing.

As of 9:52 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

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 \$1,474.75. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.48. This amount is calculated as follows: \$1,474.75 x 12, divided by 365 days.

5. The Tenant has paid \$4,610.25 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$1,288.75.
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 \$1,403.06 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 \$65.43 is owing to the Tenant for the period from May 2, 2024 to May 12, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. Entered into evidence was a signed copy of the tenancy agreement to corroborate the quantity of the rent due, and the due date.
11. The Landlord's representative submitted the rent has been paid late 6 times in the past 12 months and late payment occurred both before and after the application was filed, including late payments in March 2026, April 2026, and May 2026. Entered into evidence was a rent ledger showing the amount due, the amount paid and the balance outstanding for the duration of the tenancy.
12. The Landlord's representative requested an order from the Board to pay the rent on time and in full for 12 months.

Relief from Eviction

13. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of *the Act*.
14. The Landlord's representative acknowledged that the Tenant has made significant payments demonstrating progress towards repaying the arrears but doubted the Tenant's ability to repay the arrears in full.
15. After considering all the circumstances, including a review of the payments made including a payment of over \$3,100.00 on April 21, 2026, I find it is plausible the Tenant would be able to repay the arrears if provided with additional time.
16. Given the previous payments made from the Tenant to the Landlord in an effort to repay the arrears, I find that it would not be unfair to order a payment plan which will give the Tenant an opportunity to repay the outstanding arrears in full to the Landlord while maintaining the tenancy. The Landlord led no evidence on how ordering a modest repayment plan, if successful, would significantly prejudice the Landlord. In fact, the Landlord's representative requested a pay on time order for the L2 component of their application and in this case, I view this approach is appropriate.

17. In consideration of the foregoing, and the fact that eviction is a remedy of last resort, I find it would not be unfair to grant relief from eviction, provided the Tenant meets the conditions set out in this order.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,474.75 for arrears of rent up to May 31, 2026. This includes the filing fee that that Landlord is entitled to, to cover the costs of the application.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

<u>Date</u>	<u>Amount</u>
June 15, 2026	\$200.00
July 15, 2026	\$200.00
August 15, 2026	\$200.00
September 15, 2026	\$200.00
October 15, 2026	\$200.00
November 15, 2026	\$200.00
December 15, 2026	\$274.75

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period beginning July 1, 2026 to June 1, 2027.
4. If the Tenant fails to make any one of the payments in accordance with this order with respect to the L1 or L2 application, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraphs 1 and 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of *the Act* for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

June 1, 2026
Date Issued

 Greg Witt
 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.