



Order under Section 69 Residential Tenancies Act, 2006

Citation: Borges v Patel, 2026 ONLTB 43120

Date: 2026-06-01

File Number: LTB-L-019822-26

In the matter of: 2174 Oneida Cres
Mississauga ON L5C1V6

Between: Louis Borges Landlords
Carma Botelho Borges

And

Ron Patel Tenants
Michelle Patel

Louis Borges and Carma Botelho Borges (the 'Landlords') applied for an order to terminate the tenancy and evict Ron Patel and Michelle Patel (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on May 21, 2026.

The Landlord Louis Borges and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated as of June 12, 2026 and the Tenants shall compensate the Landlords as outlined below.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. As of the hearing date, the Tenants still reside in the rental unit.

N8 Notice of Termination

4. On February 21, 2026, the Landlords gave the Tenants an N8 notice of termination deemed served on the same date. The N8 has a termination date of April 30, 2026. The notice of termination contains the following allegations:

(a) That the Tenants failed to pay rent on the day it was payable for the months of December 2024 to February 2026.

Persistently Late

5. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 15 times as outlined on the N8 notice and an additional 3 times for the months of March 2026, April 2026, and May 2026 for a total of 18 times out of the past 18 months.

Relief from Eviction

6. In addition to paying late, in each of the periods outlined above the Landlords had received no rent as of the hearing date.
7. In a prior L1 hearing under LTB-L-018341-25 the Tenants voided this order by paying \$56,866.00 into the Board. This order covered arrears of rent owing until June 30, 2025.
8. In a second L1 application LTB-L-020564-26 the Landlords received a voidable order dated May 26, 2026 for termination of the tenancy based on non-payment of rent for arrears totalling \$45,920.00.
9. Thus, the Landlords have gone extended periods of time without receiving on time rental payments from the Tenants. Not only have the Tenants paid late but they have consistently declined to pay rent altogether. The Landlord sought an order for termination of the tenancy under this L2 application and stated that the Tenants have demonstrated that they are unwilling to comply with Board orders. The Landlord did not believe that the Tenants would abide by the terms of a conditional order. The Tenants stated that if the tenancy were terminated, they would require until June 30, 2026 to move out, but they did not provide any reasons for why they would require this length of time.
10. The Tenants agreed that they have declined to pay rent over the periods outlined above and stated that they have deliberately withheld rent due to maintenance issues in the unit. The Tenants testified that they have had consistent leaks, that there is mold in the unit, that they have had mice, no dishwasher, etc.
11. The Tenants did not provide any corroborating evidence of their maintenance issues in the form of pictures, correspondence with the Landlords, or otherwise. As such, I am not able to make a finding under subsection 83(3)(a) of the Act that the Landlords are in serious breach of their obligations under the Act.
12. Given the severe pattern of prolonged lateness demonstrated by the Tenants, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants did not show a willingness to pay ongoing rent on time. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act.

Daily compensation, rent deposit

13. Based on the monthly rent, the daily compensation is \$188.71. This amount is calculated as follows: $\$5,740.00 \times 12$, divided by 365 days.
14. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
15. There is no last month's rent deposit.
16. The Landlords have already obtained a voidable order for arrears of rent covering up to June 30, 2026 plus daily compensation to the Tenants' move out date under L1 application LTB-L-020564-26. However, in the event that the L1 order is voided, the Landlords will no longer have an order for daily compensation. For that reason, the Tenants are ordered to pay daily compensation under this L2 application to the Landlords from the hearing date of May 21, 2026 to their move out date, less any arrears of rent and daily compensation paid by the Tenants under L1 application LTB-L-020564-26. The Landlords are not permitted to recover arrears of rent or daily compensation twice for the same period.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 12, 2026.
2. If the unit is not vacated on or before June 12, 2026, then starting June 13, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after June 13, 2026.
4. The tenancy between the Landlords and the Tenants is terminated as of June 12, 2026.
5. The Tenants shall also pay the Landlords compensation of \$188.71 per day for the use of the unit starting May 21, 2026 until the date the Tenants move out of the unit, less any arrears of rent and daily compensation paid for the same period under L1 application LTB-L-020564-26.
6. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
7. If the Tenants do not pay the Landlords the full amount owing on or before June 12, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 13, 2026 at 4.00% annually on the balance outstanding.

June 1, 2026
Date Issued

Madeline Ntoukas
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.