



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

File Number: LTB-L-015825-26

In the matter of: 108, 4049 DUNDAS ST W
YORK ON M6S4Z5

Between: VILLA OTTHON (LAMBTON) Landlord

And

PATRICIA DECKER Tenant

VILLA OTTHON (LAMBTON) (the 'Landlord') applied for an order to terminate the tenancy and evict PATRICIA DECKER (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 30, 2026.

The Landlord's Legal Representative, Marie Galevski, 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 \$626.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$20.58. This amount is calculated as follows: \$626.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,252.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$1,252.00, which the Tenant disputes as the Tenant claims they made payments which are not reflected on the Landlord's claim. The Tenant submitted that September 2026 rent was paid to the Landlord and proof was provided.

7. The Landlord's Legal Representative disputed that September 2026 rent was paid, in addition, the Landlord did not receive any proof or confirmation from the Tenant to support such payment.
8. In *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII), the Divisional Court held at paragraph 27 that while the landlord bears the burden of proof in a rent arrears application, it is difficult for a landlord to prove a negative (ie: non-payment of rent). Therefore, "...while the ultimate persuasive burden never shifts, once a landlord denies receiving funds, the tenant will have an evidentiary burden or a chance to advance some evidence to positively prove that he or she paid rent".
9. The Tenant did not provide any proof of payments made to the Landlord that are not accounted for in the application. On the other hand, the Landlord's evidence regarding the amount owing was clear and concise. Therefore, I find the arrears owing to April 30, 2026, are \$1,252.00
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$209.80 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.
12. Interest on the rent deposit, in the amount of \$3.67 is owing to the Tenant for the period from July 1, 2025 to April 30, 2026.
13. I considered the prejudice to the parties, the amount of arrears outstanding, the length of the tenancy, and I find there would be more prejudice to the Tenant to find alternative living arrangements than to provide a short extension to allow the Tenant to satisfy the arrears.
14. 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 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:**
 - \$2,690.00 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 \$1,224.53. 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 \$20.58 per day for the use of the unit starting May 1, 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.

June 3, 2026
Date Issued

Samantha Greaves
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 June 30, 2026

Rent Owing To June 30, 2026	\$3,756.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,252.00
Total the Tenant must pay to continue the tenancy	\$2,690.00

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

Rent Owing To Hearing Date	\$2,504.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,252.00
Less the amount of the last month's rent deposit	- \$209.80
Less the amount of the interest on the last month's rent deposit	- \$3.67
Total amount owing to the Landlord	\$1,224.53
Plus daily compensation owing for each day of occupation starting May 1, 2026	\$20.58 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	