



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-038800-26

In the matter of: MAIN FLOOR, 2151A DUFFERIN ST
YORK ON M6E3R9

Between: JUAN PABLO GONZALEZ MEDINA Landlord

And

GONZALO JUAREZ Tenant

Juan Pablo Gonzalez Medina (the 'Landlord') applied for an order to terminate the tenancy and evict Gonzalo Juarez (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 June 1, 2026. Only the Landlord's Legal Representative, Ravis Mohebbian, attended the hearing.

As of 9:57 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 \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 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 June 30, 2026 are \$15,250.00.
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 \$2,100.00 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 \$310.92 is owing to the Tenant for the period from June 1, 2018 to June 1, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Landlord served the Tenant with a valid N8 Notice to End your Tenancy at the End of the Term (the 'N8 Notice'). The reason selected in the N8 Notice was persistent late payment of rent.
11. Based on the uncontested evidence of the Landlord, I find that the Tenant has persistently failed to pay the rent on the date it was due. In this regard, the rent is due on the 1st day of each month. According to the submissions of the Landlord's Legal Representative, and the N8 Notice, the rent was paid late 24 times for the period of May 2024 to April 2026. A rent roll was attached to the N8 Notice and set out the payment history for the aforesaid period.
12. The Landlord's Legal Representative submitted that since the N8 Notice was served, the Tenant has failed to pay the rent on the date that it is due.

Relief from Eviction

13. With respect to the L1 Application, the Landlord's Legal Representative requested a standard 11-day termination order. As the Tenant was not present to speak to their circumstances, the Landlord's Legal Representative was asked if they were aware of any circumstances of the Tenant that would give rise to delaying or denying eviction. The Landlord's Legal Representative submitted that they were not aware of any such circumstances.
14. I considered whether the Landlord attempted to negotiate a repayment agreement with the Tenant pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord's Legal Representative submitted that she had spoken with the Tenant a few times regarding the arrears and that during their conversation, on or about April 24, 2026, the Tenant stated that he would be vacating at the end of May 2026. However, the Tenant did not vacate the rental unit and did not respond to communications from the Landlord's Legal Representative thereafter.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlord. The Tenant did not attend the hearing to dispute the arrears claimed or to request additional time to pay. As

such, the Tenant shall have the standard 11 days to void the L1 portion of the order or move out.

16. With respect to the L2 Application, the Landlord's Legal Representative requested a pay on time order for a period of one year in the event that the Tenant voids the order for the L1 Application and the tenancy continues. As a history of late payment was established, I find the requested order to be appropriate in the circumstances.

It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$15,436.00 if the payment is made on or before June 16, 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 16, 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 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,897.41. 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 \$72.33 per day for the use of the unit starting June 2, 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 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 17, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 16, 2026, then starting June 17, 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 17, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period of July 1, 2026 to June 1, 2027.
12. If the Tenant fails to make any of the payments in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach, without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

June 5, 2026
Date Issued

Rachel Gibbons
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 of the Tenant expires on December 17, 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 June 16, 2026

Rent Owing to June 30, 2026	\$15,250.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$15,436.00

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

Rent Owing to Hearing Date	\$13,122.33
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$310.92
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$10,897.41
Plus daily compensation owing for each day of occupation starting June 2, 2026	\$72.33 (per day)