



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

File Number: LTB-L-023442-26

In the matter of: 811, 25 NICHOLAS AVE
TORONTO ON M5A 0M9

Between: Daniels Gateway Rental Communities Landlord

and

William Rene Plaza Solorzano Tenant

Daniels Gateway Rental Communities (the 'Landlord') applied for an order to terminate the tenancy and evict William Rene Plaza Solorzano (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 26, 2026.

Only the Landlord's agent, Genevieve Chessie, and representative, Nicole Ruby, attended the hearing.

As of 2:03 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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 \$2,583.69. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$84.94. This amount is calculated as follows: $\$2,583.69 \times 12$, 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 \$15,279.90.
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 \$2,509.61 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 \$253.48 is owing to the Tenant for the period from March 1, 2022 to May 26, 2026.

L2 Application – Persistent Late Payment of Rent

10. The parties have a month-to-month tenancy. The rent is due on the 1st day of each month.
11. I find that the Landlords served the Tenants with a valid Notice to End Tenancy at the End of the Term (N8 Notice) on February 13, 2026, with a termination date of April 30, 2026. During the hearing, the Landlords' representative referred to the "Schedule A" attached to the N8 notice which provides a detailed breakdown of the payments made by the Tenant.
12. The evidence establishes that the Tenant paid rent late for the months of January 2025 to November 2025, and January 2026. Rent was not paid for the months of December 2025 and February 2026. There are 12 late payments set out on the notice. Therefore, based on the uncontested evidence of the Landlord, I find on a balance of probabilities, that the Tenant has persistently failed to pay rent on the date it was due.
13. The Landlords' representative stated that since service of the N8 notice, the Tenant has not paid the rent the Tenant was required to pay.

Relief from Eviction

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 be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
15. The Landlords' representative requested an order for termination and eviction. She stated that the parties were unsuccessful in resolving the issue of rent arrears through a payment plan and that she is not aware of any reason to delay or deny eviction.
16. As the Tenant did not attend, no other circumstances were presented to me.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 14, 2026.

2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. The Tenant shall pay to the Landlord \$12,327.56. 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.
4. The Tenant shall also pay the Landlord compensation of \$84.94 per day for the use of the unit starting May 27, 2026 until the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 15, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before June 14, 2026, then starting June 15, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 15, 2026.

June 3, 2026
Date Issued

Adeela Alvez
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 December 15, 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 as the tenancy is terminated

Rent Owing To Hearing Date	\$14,904.65
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,509.61
Less the amount of the interest on the last month's rent deposit	- \$253.48
Total amount owing to the Landlord	\$12,327.56
Plus daily compensation owing for each day of occupation starting May 27, 2026	\$84.94 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	