



Order under Sections 69 and 89 Residential Tenancies Act, 2006

File Number: LTB-L-027330-26

In the matter of: 3, 706 WESTON RD
YORK ON M6N3R2

Between: Rui Cunha Landlord

And

BRIANA VIEIRA Tenant

Rui Cunha (the 'Landlord') applied for an order to terminate the tenancy and evict BRIANA VIEIRA (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 application).
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex (L2 application).

This combined L1/L2 application was heard by videoconference on June 3, 2026.

Only the Landlord's Legal Representative, J. Natale, attended the hearing.

As of 9:41 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

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 \$1,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 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 \$9,000.00.

L2 application

7. On February 24, 2026, the Landlord gave the Tenant a Notice to End Your Tenancy For Causing Serious Problems in the Rental Unit or Residential complex (N7 Notice). The N7 Notice contains the following allegations:
 - Feb 7, 2026 – Kitchen fire, pan left unattended, Fire Department called around 4:00 p.m. The damage was estimated at \$10,000.00. The Tenant has wilfully or negligently caused damage.
 - Feb 7, 2026 – Carbon Monoxide detector found turned off, common areas full of boxes, garbage, shoes, etc.
 - Feb 23, 2026 – common area still full of boxes and shoes.
8. The Landlord's Legal Representative submitted that there was a fire in the kitchen at the rental unit and the Fire Department on scene determined that the cause was a pan was left on the stove while the Tenant went to take a nap. He provided copies of photos taken of the area after the fire into evidence (DOC-8032225pgs11-12).
9. Based on the uncontested evidence before me, I was satisfied that the Tenant has seriously impaired the safety of all persons in the residential complex by leaving a pan unattended on the stove which caused a serious fire in the rental unit.
10. Based on the uncontested evidence before me, I was satisfied that the Tenant has wilfully or negligently caused undue damage to the rental unit as a result of the fire.

11. The Landlord's Legal Representative did not provide any evidence, such as estimates, invoices or receipts in support of their reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. Therefore, the Landlord's claim for these costs is denied.

Rent Deposit, Interest on the Rent Deposit, and costs

12. The Landlord's Legal Representative submitted that the Tenant's last month's rent deposit was used up the previous year when they were in arrears as per an agreement with the Landlord.
13. Section 3 of the *Residential Tenancies Act, 2006* (the 'Act') provides that the Act applies despite any other agreement or waiver to the contrary.
14. Subsection 106(10) of the Act provides that a rent deposit shall be applied to the last rent period of the tenancy.
15. Therefore, I was satisfied that the Landlord collected a rent deposit of \$1,800.00 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.
16. Interest on the rent deposit, in the amount of \$62.61 is owing to the Tenant for the period from December 16, 2024 to June 3, 2026.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction

18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 16, 2026.**
2. The Tenant shall pay to the Landlord \$5,700.93. 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.
3. The Tenant shall also pay the Landlord compensation of \$59.18 per day for the use of the unit starting June 4, 2026 until the date the Tenant moves out of the unit.
4. 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.

5. 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.
6. 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.

June 5, 2026
Date Issued

Lisa Del Vecchio
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 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 because the tenancy is terminated

Rent Owing To Hearing Date	\$7,377.54
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,800.00
Less the amount of the interest on the last month's rent deposit	- \$62.61
Total amount owing to the Landlord	\$5,700.93
Plus daily compensation owing for each day of occupation starting June 4, 2026	\$59.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	