



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

File Number: LTB-L-023719-26

In the matter of: BB, 3153 WESTON RD
NORTH YORK ON M9M2T4

Between: Kulwinder mand Landlord

And

Josimar Garcia Cueto Tenant

kulwinder mand (the 'Landlord') applied for an order to terminate the tenancy and evict Josimar Garcia Cueto (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 27, 2026 at 1:00 pm.

The Landlord 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 \$3,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,480.00 to the Landlord since the application was filed.
6. The alleged rent arrears owing to May 31, 2026 are \$37,245.00.
7. It was the Tenant's testimony that they had been paying the rent in cash, and that the arrears were not as alleged. However, they also could not provide any receipts, bank withdrawals or details to support their submission. On this basis I directed that I was satisfied the arrears were as alleged.

8. Based on the above determination I canvassed the Tenant as to relief from eviction. However they could give no meaningful response, claiming that they could not be evicted.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. Specifically, given the amount of arrears owing, the Tenant's lack of accountability or willingness to provide a response regarding relief I am satisfied to grant any would be prejudicial to the Landlord.

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:**
 - \$40,431.00 if the payment is made on or before June 22, 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 22, 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 22, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$37,094.01. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$98.63 per day for the use of the unit starting May 28, 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 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 23, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before June 22, 2026, then starting June 23, 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 23, 2026.

June 11, 2026
Date Issued

Kelly Delaney
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 23, 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 22, 2026

Rent Owing To June 30, 2026	\$43,725.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,480.00
Total the Tenant must pay to continue the tenancy	\$40,431.00

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

Rent Owing To Hearing Date	\$40,388.01
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,480.00
Total amount owing to the Landlord	\$37,094.01
Plus daily compensation owing for each day of occupation starting May 28, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	