



Order under Section 69 Residential Tenancies Act, 2006

Citation: Proietto Holdings Inc. v Iannuzziello, 2026 ONLTB 45020

Date: 2026-06-12

File Number: LTB-L-027220-26

In the matter of: 11010 Pine Valley Drive
Vaughan ON L4L1A6

Between: Proietto Holdings Inc. Landlord

And

Ida Iannuzziello Tenants
Said Mustafa

Proietto Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ida Iannuzziello and Said Mustafa (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 4, 2026. The Landlord's Agent, Fernando Proietto, and the Tenants, and the Tenant's Support, Jessica Iannuzziello, attended the hearing.

Determinations:

Preliminary Issues:

Adjournment Request

1. The Tenants submit they wish to have an adjournment because they did not have adequate notice of the hearing. They report receiving the Board's notice of hearing about three weeks prior to the hearing. They state they do not have internet access in the rental unit because of its rural location. This made it difficult to provide evidence to the Board or access the portal.
2. I considered the Rule 21 of the Board's Rules of Procedure. When I considered the resulting prejudice to the Landlord, and the Board's obligation to adopt the most expeditious manner of hearing the matters before it, I was not of the view that an adjournment was warranted in the circumstances.
3. Therefore, the adjournment request was denied.

N4 Notice

4. The Tenants also having received a copy of the Landlord's N4 Notice of Termination ('N4'). They advise that the rural property uses a large community mailbox and does direct mail delivery to the property any longer.
5. The Landlord advised that the N4 was put in the rural mailbox at the end of the driveway and that he had videotaped doing so. He said he was not aware that the property had been assigned a "super mailbox." However, he also says he knows the parties received the N4 because Tenant Mustafa had called him to speak to him about the notice after receiving it because the Tenant had asked him to withdraw the L1 application. During his testimony, Tenant Mustafa made reference to the same conversation describe by the Landlord.
6. Rule 3 of the Board's Rules of Procedure states that a document may be served on a person by leaving it at the place where mail is normally delivered. The Tenants are arguing that this is not the place where mail is normally delivered.
7. However, based on oral testimony of the Landlord and Tenant Mustafa, I find that the Tenants were served with the N4 notice of termination, and that this was served in accordance with Rule 3. The Landlord was not aware of the change to the mail system. Regardless, I find that the notice came to the attention of the Tenants as evidenced by Tenant Mustafa's testimony which corroborated the Landlord's evidence.

Landlord's L1 Application

8. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
9. As of the hearing date, the Tenants were still in possession of the rental unit.
10. The lawful rent is \$1,950.00. It is due on the 15th day of each month.
11. The Tenants have paid \$1,250.00 to the Landlord since the application was filed.
12. The rent arrears owing to June 14, 2026, are \$12,500.00. Of note, I inadvertently calculated the arrears as \$10,550.00 during the hearing. That figure is incorrect, and the order reflects the proper amount of arrears owing.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. Accordingly, the total amount the Tenants owe the Landlord is \$12,686.00.

16. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Landlord seeks termination of the tenancy.
17. The Tenants wish to enter into a payment agreement stating they could pay \$1,000.00 towards the arrears each month. During the hearing, I conducted a close examination of the Tenants income and expenses. Based on this discussion, I find that the Tenants' income ought to be sufficient to repay the Landlord while also paying their ongoing monthly rent.
18. I find that a conditional order sufficiently addresses the prejudice to the Landlord while also allowing the Tenants an opportunity to preserve their eight-year tenancy. Tenant Iannuzziello has a chronic ongoing medical condition and cannot work. Tenant Mustafa just began a new job which should provide sufficient income to manage the ongoing rent payments and arrears payments.

It is ordered that:

1. The Tenants shall pay to the Landlord \$12,686.00 for arrears of rent up to June 14, 2026, and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date payment is to be made on or before	Amount to be paid towards arrears	Outstanding Balance
balance owing		\$ 12,686.00
July 2, 2026	\$ 1,000.00	\$ 11,686.00
August 2, 2026	\$ 1,000.00	\$ 10,686.00
September 2, 2026	\$ 1,000.00	\$ 9,686.00
October 2, 2026	\$ 1,000.00	\$ 8,686.00
November 2, 2026	\$ 1,000.00	\$ 7,686.00
December 2, 2026	\$ 1,000.00	\$ 6,686.00
January 2, 2027	\$ 1,000.00	\$ 5,686.00
February 2, 2027	\$ 1,000.00	\$ 4,686.00
March 2, 2027	\$ 1,000.00	\$ 3,686.00
April 2, 2027	\$ 1,000.00	\$ 2,686.00
May 2, 2027	\$ 1,000.00	\$ 1,686.00
June 2, 2027	\$ 1,000.00	\$ 686.00
July 2, 2027	\$ 686.00	\$ -

3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period June 15, 2026, to July 15, 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after June 14, 2026.

June 12, 2026

Date Issued

Jane Dean

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.