



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

File Number: LTB-L-024683-26

In the matter of: Unit 85, 37 APPLETREE LANE
BARRIE ON L9J0P1

Between: Palma Dametto Landlords
Dennis Dametto

And

Shawn Zurawski Tenants
Cathy Leblanc-Zurawski
Aaron Leblanc-Goulding-Zurawski

Palma Dametto and Dennis Dametto (the 'Landlords') applied for an order to terminate the tenancy and evict Shawn Zurawski, Cathy Leblanc-Zurawski and Aaron Leblanc-Goulding-Zurawski (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 2, 2026.

The Landlord, Palma Dametto, the Landlords' Representative, Kira Passell, the Tenant, Cathy Leblanc-Zurawski and the Tenants' Representative, Andrea Lahey 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,450.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$80.55. This amount is calculated as follows: \$2,450.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to June 14, 2026 are \$13,014.18. The Tenants do not dispute the amount of arrears.

7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,400.00 from the Tenants and this deposit is still being held by the Landlords. 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 \$111.92 is owing to the Tenants for the period from May 23, 2024 to June 2, 2026.

Relief from Eviction

10. The Tenants have experienced in flood during this tenancy and had returned to the rental unit on February 28, 2026, although the Landlords had advised that they would be able to return on January 16, 2026. During this time the Tenant testified they had experienced job loss and medical issues. The Tenants have indicated that they do have a Tenant Application in relation to alleged maintenance and substantial interference issues, however, the Tenants indicated that their issues will be addressed at a separate hearing.
11. The Tenant testified that they lived in the rental unit since July 2024. The Tenants' monthly income is \$5,600.00 per month as both Tenant had recently retained new employment, and both will be making extra income by driving for Uber. The Tenant's monthly expenses are approximately \$ 3,091.00 per month.
12. The Tenants proposed a payment plan requiring to pay the lawful monthly rent beginning July 1, 2026, and an additional \$300.00 per month toward the arrears. The Tenants had also advised that they had reached out to the Metis Nation of Ontario for financial assistance, however, there has been no confirmation of the amount, if any, they may receive. I have considered the payment proposal from the Tenants, however, given their payment history, the lack of payments since the application has been filed and the fact the proposed payment plan would take almost four years to complete, I am not satisfied the tenancy can be preserved with a conditional order.
13. When asked how much time the Tenants would require vacating the rental unit if eviction were granted, the Tenant testified that she would require two months. Given the circumstances of the Tenants' circumstances including the flood, job loss and medical issues and the amount of arrears that is owed. I have also considered the Landlords' interests and the prejudice caused by the ongoing arrears. In the circumstances, I find that it would be reasonable to postpone the termination of the tenancy to June 30, 2026.
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 not be unfair to postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.

2. The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:

- \$13,200.48 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after June 30, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$8,399.66. 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 Tenants shall also pay the Landlord compensation of \$80.55 per day for the use of the unit starting June 3, 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.

June 9, 2026
Date Issued

Joshua Labbe
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 January 1, 2027 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 30, 2026

Rent Owing to July 30, 2026	\$13,014.48
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,200.48

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

Rent Owing To Hearing Date	\$10,725.58
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$111.92
Total amount owing to the Landlord	\$8,399.66
Plus daily compensation owing for each day of occupation starting June 3, 2026	\$80.55 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	