



Order under Section 69 Residential Tenancies Act, 2006

Citation: High Park Bayview Inc. c/o GWL Realty Advisors Residential Inc. v Calderon, 2026
ONLTB 45732

Date: 2026-06-11

File Number: LTB-L-026187-26

In the matter of: 513, 40 HIGH PARK AVE
TORONTO ON M6P2S1

Between: High Park Bayview Inc. c/o GWL Realty Advisors Residential Inc. Landlord

And

Claudia Calderon Tenants
Luis Arturo Zamora Garcia

High Park Bayview Inc. c/o GWL Realty Advisors Residential Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Claudia Calderon and Luis Arturo Zamora Garcia (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

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

Only the Landlord, represented by Faith McGregor, attended the hearing.

As of 9:44 AM, the Tenants were 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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated and compensation is awarded.
2. The Tenants were in possession of the rental unit on the date the application was filed.

3. On March 16, 2026, the Landlord gave the Tenants an N8 notice of termination. The notice of termination contains the following allegations that rent was paid late consistently for the last 12 months. In notice notes the following payments:

April 1, 2025 paid April 14, 2025
May 1, 2025 paid June 5, 2025
June 1, 2025 paid July 10, 2025
July 1, 2025 paid August 7, 2025
August 1, 2025 paid September 12, 2025
September 1, 2025 paid October 23, 2025
October 1, 2025 paid December 7, 2025
November 1, 2025 paid December 24, 2025
December 1, 2025 paid December 31, 2025
January 1, 2026 paid February 22, 2026
February 1, 2026 Not paid in full
March 1, 2026 Not paid

4. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 12 times in the past 12 months.
5. Since providing the notice of termination, the February rent was paid on March 15, March rent paid April 5, April rent paid May 1, May rent paid May 8 and June rent had not been paid as of the date of the hearing.
6. The Tenants were required to pay the Landlord \$141.32 in daily compensation for use and occupation of the rental unit for the period from June 1, 2026 to June 2, 2026.
7. Based on the monthly rent, the daily compensation is \$70.66. This amount is calculated as follows: \$2,149.09 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,149.09 from the Tenants and this deposit is still being held by the Landlord.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants are required to pay.
11. 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) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 22, 2026.

2. 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.
3. 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.
4. The Tenants shall pay to the Landlord \$141.32, which represents compensation for the use of the unit from June 1, 2026 to June 2, 2026.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$2,149.09 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
7. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$1,821.77.
8. However, the Landlord is authorized to deduct from amount owing to the Tenants \$70.66 per day for compensation for the use of the unit starting June 3, 2026, to the date the Tenants move out of the unit.
9. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
10. If the Landlord does not pay the Tenants the full amount owing on or before June 22, 2026, the Landlord will start to owe interest. This will be simple interest calculated from June 23, 2026 at 4.00% annually on the balance outstanding.

June 11, 2026
Date Issued

Jeanie Theoharis
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 of the Tenant 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.

