



June 24, 2026

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

File Number: LTB-L-027166-26

In the matter of: UNIT 9, 22 WILLIAM FARR LANE
WOODBIDGE ON L4L8Z6

Between: Amedeo Altobelli Landlord

And

Damian Lupo Tenant

Amedeo Altobelli (the 'Landlord') applied for an order to terminate the tenancy and evict Damian Lupo (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

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

These applications were mediated by videoconference on June 8, 2026. Paralegal, Maria Sturino, attended on behalf of the Landlord. The Tenant attended, after speaking with Duty Counsel. The parties reached a settlement and requested a consent order. I was satisfied the parties made informed decisions, understanding the terms and consequences.

General Information:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenant with a 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 current rent is \$3,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$115.01. This amount is calculated as follows: \$3,500.00 x 12, divided by 365 days.
5. The Tenant owes the Landlord rent arrears to June 30, 2026 in the amount to \$814.00.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Therefore, The Tenant owes the Landlord \$1,000.00 (\$814.00 + \$186.00) for the period ending June 30, 2026.
8. Pursuant to section 78 of the Act, the Tenant agrees to pay the Landlord \$1,000.00 on or before June 10, 2026.
9. The Landlord collected a rent deposit of \$3,500.00 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.

L2 Application – Persistent Late Payment of Rent

10. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month.
11. Pursuant to section 78 of the Act, the Tenant agrees to pay the monthly rent on or before the 1st of each month for the balance of the tenancy.
12. The parties agree to terminate the tenancy effective November 30, 2026 with enforcement provisions commencing December 1, 2026. If the Tenant has not moved out by November 30, 2026, the Tenant is required to pay the Landlord a per diem of \$115.01 commencing December 1, 2026.
13. Therefore, the Tenant will pay the monthly rent from July 1, 2026 to October 31, 2026 inclusive on or before the 1st of each month, pursuant to section 78 of the Act.
14. The Last Month's Rent deposit will be applied to the November 2026 rent.

On consent, it is ordered that:

1. The Tenant shall pay the Landlord rent arrears owing for the period ending June 30, 2026 in the amount of \$814.00 plus the cost of filing the application in the amount to \$186.00, totalling \$1,000.00 on or before June 10, 2026.

If the Tenant fails to make the payment in accordance with this paragraph, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after July 1, 2026.

2. The Tenant shall pay the Landlord the monthly rent on or before the 1st of each month from July 1, 2026 to October 31, 2026.

If the Tenant fails to make any of the payments in accordance with this paragraph, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without

notice to the Tenant, for an order terminating the tenancy and evicting the Tenant (earlier than November 30, 2026).

3. The tenancy between the Landlord and the Tenant is terminated, effective November 30, 2026. The Tenant must move out of the rental unit on or before November 30, 2026.
4. The Landlord will apply the Last Months' Rent deposit to the November 2026 rent.
5. The Tenant shall also pay the Landlord compensation of \$115.01 per day for the use of the unit starting December 1, 2026 to the date the Tenant moves out of the unit.
6. If the unit is not vacated on or before November 30, 2026, then starting December 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 December 1, 2026.

Date Issued:
June 24, 2026

Shawn Hayman

Hearings Officer, 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 June 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.