



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

File Number: LTB-L-027142-26

In the matter of: B1-10, 210 Oak St.
Toronto, ON M5A2C9

Between: 210 Oak Street Apts. Landlord

And

Erlinda Mapanao Tenant

210 Oak Street Apts. (the 'Landlord') applied for an order to terminate the tenancy and evict Erlinda Mapanao (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on June 11, 2026.

The Landlord's Agent, Carolyn Krebs, 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 \$667.49. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$21.94. This amount is calculated as follows: \$667.49 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The uncontested rent arrears owing to June 30, 2026, are \$5,330.33.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$667.49 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.
9. Interest on the rent deposit, in the amount of \$5.03 is owing to the Tenant for the period from February 1, 2026, to June 11, 2026.

Relief from Eviction

10. 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 not be unfair to postpone the eviction until July 15, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Landlord's Agent testified that the Tenant fell into rental arrears beginning in October 2025. Ms. Krebs submitted that she had spoken with the Tenant on numerous occasions since the arrears began in an effort to establish payment arrangements, but those discussions were unsuccessful. She further testified that the Tenant currently has no income and, as a result, is unable to propose a viable repayment plan.
12. Prior to the hearing, the parties met privately in an attempt to resolve the matter but were unable to reach an agreement.
13. Given the amount of outstanding arrears, the absence of any rent payments since October 2025, and the Tenant's lack of stable income, the Landlord's Agent requested a standard eviction order.
14. The Tenant testified that she stopped working on April 16, 2026, and applied for Employment Insurance on May 16, 2026. She explained that she did not make rent payments between October 1, 2025, and the date she stopped working because she was attempting to repay a loan.
15. When I asked the Tenant about her current monthly income, she initially testified that she had "zero" income. She subsequently revised that figure to approximately \$2,100.00 per month and later stated that she earned \$1,178.00 per week. She further testified that she had started private employment approximately two weeks before the hearing, providing care for a 100-year-old senior. She stated that she received an e-transfer payment of \$1,178.00 the day before the hearing but initially indicated that she could not confirm her future earnings because she did not know how many hours she would be assigned.
16. During cross-examination, the Tenant testified that she expected to be assigned additional clients in the future. However, she could not provide any written documentation confirming her employment, hours of work, or anticipated income.
17. The Tenant disclosed monthly expenses totaling approximately \$498.00, consisting of \$55.00 for her mobile phone, \$249.00 in loan payments, \$94.00 for

transit, and \$100.00 for groceries. She also confirmed that she provides financial assistance to her adult daughter abroad. In particular, she testified that she had sent her daughter \$400.00 in the days immediately preceding the hearing and expected to continue providing financial support.

18. Although the Tenant expressed a desire to preserve the tenancy, given the inconsistencies in her evidence regarding income no specific monthly payment plan was proposed.
19. The Landlord's Agent submitted that, despite the Tenant's failure to pay rent since October 2025, once she received funds, she chose not to apply them toward her rental obligations and instead sent money to her daughter. In light of the prolonged arrears and the Tenant not prioritizing payments to her Landlord, the Landlord's Agent renewed the request for a standard eviction order.
20. Based on the evidence before me, I find that the Tenant has not demonstrated a sufficient or reliable source of income to meet her ongoing financial obligations, including the payment of rent. The inconsistencies in her testimony regarding her earnings, coupled with the absence of any supporting documentation, prevent me from concluding that she has the financial capacity to sustain the tenancy. Accordingly, I find that the tenancy cannot be preserved.
21. I explained to the parties that, based on the evidence before me, the Tenant's current financial circumstances do not support the viability of the tenancy. I also advised the Tenant that she may be eligible to apply for assistance through the City of Toronto's Rent Bank program and provided her with the publicly available contact information for that service.
22. Considering the Landlord holds a rent deposit, that no rent payments have been made since the arrears began, the substantial amount of arrears outstanding, the possibility that the Tenant may obtain Rent Bank assistance, and the delay associated with enforcing an eviction order if the arrears remain unpaid, I discussed with the parties a delayed termination date of July 15, 2026.

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:**
 - \$5,516.33 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$6,183.82 if the payment is made on or before July 15, 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 July 15, 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 July 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,417.66. 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 Tenant shall also pay the Landlord compensation of \$21.94 per day for the use of the unit starting June 12, 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 July 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 16, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 15, 2026, then starting July 16, 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 16, 2026.

June 15, 2026
Date Issued

Ken Audziss
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 16, 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 June 30, 2026	\$5,330.33
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,516.33

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 15, 2026

Rent Owing to July 31, 2026	\$5,997.82
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,183.82

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

Rent Owing to Hearing Date, June 11, 2026	\$4,904.18
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$667.49
Less the amount of the interest on the last month's rent deposit	- \$5.03
Total amount owing to the Landlord	\$4,417.66
Plus, daily compensation owing for each day of occupation starting June 12, 2026	\$21.94 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	