



Order under Section 69 Residential Tenancies Act, 2006

Citation: PIAZZA v FLORES, 2026 ONLTB 47338

Date: 2026-06-22

File Number: LTB-L-027001-26

In the matter of: UPPER FRONT UNIT, 204 BARTON AVE
TORONTO ON M6G1R3

Between: Maria Piazza Landlord

And

Brian Flores Tenant

Maria Piazza (the 'Landlord') applied for an order to terminate the tenancy and evict Brian Flores (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).

This application was heard by videoconference on June 8, 2026.

The Landlord, the Landlord's Representative, Ravis Mohebbian, and the Tenant attended the hearing

Determinations:

L1 Application – Non-Payment of Rent

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 \$2,126.84. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.92. This amount is calculated as follows: \$2,126.84 x 12, divided by 365 days.
5. The Tenant has paid \$4,600.00 to the Landlord since the application was filed.

6. It was not disputed that the rent arrears owing to June 30, 2026 are \$13,788.60.
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 \$1,975.00 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.
9. Interest on the rent deposit, in the amount of \$193.41 is owing to the Tenant for the period from December 1, 2021 to June 8, 2026.

L2 Application – Persistent Late Payment of Rent

10. On March 4, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served on the same day. The notice of termination, with rent roll, contains the following allegations: During the period of January 2025 through March 2026, the Tenant persistently paid rent late 15 out of 15 months.
11. I find that the N8 notice complies with the Residential Tenancies Act, 2006, it meets the 60-day requirement, and it provides sufficient details as to the reason for the notice.
12. The Landlord testified that the rent is due on the 1st day of each month. She said the rent has been paid late 15 out of 15 months from January 1, 2025 to March 1, 2026.
13. The Landlord testified that since the application was filed on March 26, 2026, to the date of the hearing, the Tenant has continued to pay the late. The Landlord seeks to terminate the tenancy because she does not faith that the Tenant will pay rent on time after the hearing.
14. The Tenant admitted that the rent was paid late on the dates notes above.
15. Based on uncontested evidence of the parties, I am satisfied that the Tenant has been persistently paying the rent late and not on the date it is due.

Relief from Eviction

L1 Application Non-Payment of Rent

16. The Tenant is seeking to preserve their tenancy. The Tenant testified that he had experienced some financial hardship during the past couple of years due unforeseen circumstances which was the reason he has failed to pay his full rent in full and on time. He said he self employed and works in the film industry and due to some mental health issues he experienced in 2025, and having to take some time off of work, he lost approximately two months of work. In addition, in November 2025, other unforeseen circumstances arose with his work, which put him in a challenging situation financially. The Tenant testified that his work situation has improved and is now in a better position financially. The Tenant proposed a payment plan of \$1,552.74 to be paid on the 15th day of each month, in addition to the monthly rent, and he is confident that he can make the Landlord whole within 9 months. He testified the total income ranges between \$5,000.00 - \$9,000.00 per month, depending on the number of films he has been booked for, and his

expenses are approximately \$2,184.60 a month and \$4,051.84 including rent. The Tenant said he may be able to pay more because of his current bookings for the coming months, but he knows he can pay the minimum amount of \$1,552.74 each month, in addition to the rent. He said he does not want to lose his home, where he has lived since 2021.

17. The Landlord sought termination of the tenancy on the L1 application due to the amount of the rental arrears. The Landlord testified that he owns other residential properties and has experience some financial stress due to non-payment of rent by the Tenant.
18. Having considered the evidence of the parties, I was satisfied the Tenants' proposal was reasonable given the evidence on their finances. Given the remedial purpose of the Act, I find it appropriate to grant the Tenants relief in all the circumstances.
19. While the Landlord may have experienced some financial hardship, the prejudice to the Landlord is lessened by the ongoing rent being paid, in addition to the arrears payment of \$1,552.74 per month. I am mindful that the Tenant has made substantial good faith payments to the Landlord since the application was filed. The tenancy is considered a long-term tenancy, and the Tenant should be given the opportunity to both preserve their housing and make the Landlord whole again. The Landlord is protected if there is any breach to the payment plan by filing their application within 30 days for an eviction order, without prior notice to the Tenant.
20. 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.

L2 Application Persistent Late Payment of Rent

21. The Tenant testified that they believe they will be able to pay the rent in full and on time in the future as their financial situation has improved. To preserve the tenancy, the Tenant requested a pay on time conditional order for a period of one year.
22. Landlord seeks to terminate the tenancy on the L2 application because she does not have faith that the Tenant will pay rent on time after the hearing due to past failed agreements.
23. Having considered the evidence of the parties, I was satisfied the Tenant's circumstances have changed and they are in a better financial situation to pay the rent on time after the hearing. Given the remedial purpose of the Act, I find it appropriate to grant the Tenant relief in all the circumstances.
24. I find that it would not be unfair to deny the eviction and instead impose a conditional order in the circumstances. I believe a conditional order with terms will limit further prejudice to the Landlord while allowing the Tenant an opportunity to maintain their tenancy. If the Tenant breach any of the conditions below, the Landlord is protected and may apply for eviction within 30 days of the breach. As a result, I am satisfied that a conditional order would not be unfair.

It is ordered that:**L1 Application – Non-Payment of Rent**

1. The Tenant shall pay to the Landlord \$13,974.60 for arrears of rent up to June 30, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date of Payment (on or before)	Payment Amount
July 15, 2026	\$1,552.74
August 15, 2026	\$1,552.74
September 15, 2026	\$1,552.74
October 15, 2026	\$1,552.74
November 15, 2026	\$1,552.74
December 15, 2026	\$1,552.74
January 15, 2027	\$1,552.74
February 15, 2027	\$1,552.74
March 15, 2027	\$1,552.68

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period of July 1, 2026, to March 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with paragraphs 2 and 3 of 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 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 June 30, 2026.

L2 Application – Persistent Late Payment of Rent

5. The Landlord's application for eviction of the Tenant is denied on the condition that:
 - a) Commencing July 1, 2026, until June 1, 2027, inclusive, the Tenant shall pay their lawful monthly rent in full and one time, on or before 1st day of the month.
6. If the Tenant fails to comply with the conditions set out in paragraph 6 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for

an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

June 22, 2026
Date Issued

Colette Myers
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.