



**Amended Order under Section 21.2 / 69
of the Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

Citation: 650 Parliament Residences v Ferreira, 2026 ONLTB 33985

Date: 2026-06-17

File Number: LTB-L-079317-25-RV-AM

In the matter of: 2027, 650 PARLIAMENT ST
TORONTO ON M4X1R3

Between: 650 Parliament Residences Landlord

And

Walisson Augusto Ferreira Tenant

Review Order

650 Parliament Residences (the 'Landlord') applied for an order to terminate the tenancy and evict Walisson Augusto Ferreira (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-079317-25 issued on December 11, 2025.

On December 22, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 22, 2025, interim order LTB-L-079317-25-RV-IN was issued, staying the order issued on December 11, 2025.

This application was heard by videoconference on January 19, 2026.

The Landlord's Legal Representative Charlie Bobrowsky and the Tenant attended the hearing. The Tenant met with Tenant Duty Counsel prior to the hearing.

This amended order is issued to correct clerical errors in the order issued on April 30, 2026

Determinations:

1. On the basis of the submissions made in the request, I am satisfied that the Tenant was not reasonably able to participate in the proceeding.
2. The Tenant had logged into the videoconference however, due to a microphone issue the Tenant could hear what was happening but no one could hear him.

3. Having considered the evidence of both parties, I find that the Tenant had notionally attempted to participate in the hearing by attending the videoconference. However, due to the audio issues the Tenant had, the Tenant was not reasonably able to participate in the hearing and the Tenant's Request to Review was granted. As such, I heard the application *de novo*.

Landlord's L1 Application – De Novo Hearing

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,607.97. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$52.86. This amount is calculated as follows: \$1,607.97 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to January 31, 2026, are **\$7,907.57**.
10. The Landlord incurred costs of **\$186.00** for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,800.00 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.
12. Interest on the rent deposit, in the amount of \$47.17 is owing to the Tenant for the period from December 30, 2024, to January 19, 2026.
13. The Tenant disputed the arrears and submitted that he did not believe he owed the Landlord any money. The Tenant testified that he was unable to calculate the total arrears, which I went over with the parties to try to illicit some understanding from the Tenant of what the application was about.
14. The Tenant testified that he didn't have a ledger, so he didn't know what to pay. I went over the number and dates with the Tenant however, he still disagreed with the arrears. The Tenant was unable to provide any evidence of any payments that were made that the Landlord did not consider. The arrears being claimed were from September 2025 to January 2026, and no previous arrears were being claimed prior to that point. This was explained to the Tenant, but he still believed the numbers were incorrect.
15. Based on the evidence of both parties, I am satisfied that the Landlord has accurately provided the rent arrears, and the Tenant will be ordered to pay same.
16. Based on the date of this order, the eviction will not be postponed, and a standard order will be issued.

17. 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 May 11, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The request to review order LTB-L-079317-25 issued on December 11, 2025, is granted.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 1. **\$12,917.48** if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

2. **\$14,525.45** if the payment is made on or before May 11, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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 May 11, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **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 May 11, 2026.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$5,612.58**. 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.
7. The Tenant shall also pay the Landlord compensation of \$52.86 per day for the use of the unit starting January 20, 2026, until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 12, 2026, at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before May 11, 2026, then starting May 12, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 May 12, 2026.

April 30, 2026
Date Issued

Jagger Benham
Member, Landlord and Tenant Board

Jun 17, 2026
Date Amended

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 November 12, 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.

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 April 30, 2026

Rent Owing To April 30, 2026	<u>\$12,731.33</u>
Application Filing Fee	<u>\$186.00</u>
Total the Tenant must pay to continue the tenancy	<u>\$12,917.33</u>

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 11, 2026

Rent Owing To May 31, 2026	<u>\$14,339.30</u>
Application Filing Fee	<u>\$186.00</u>
Total the Tenant must pay to continue the tenancy	<u>\$14,525.40</u>

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

Rent Owing To Hearing Date	<u>\$7,273.75</u>
Application Filing Fee	<u>\$186.00</u>
Less the amount of the last month's rent deposit	- \$1,800.00
Less the amount of the interest on the last month's rent deposit	- \$47.17
Total amount owing to the Landlord	<u>\$5,612.58</u>
Plus daily compensation owing for each day of occupation starting January 20, 2026	\$52.86 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	