



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

File Number: LTB-L-031080-26

In the matter of: 946 Lorne Ave
London ON N5W3L1

Between: Strano Property Management Landlord

And

Raul Rivas Tenants
Abbey Banman

Strano Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Raul Rivas and Abbey Banman (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 16, 2026.

The Landlord's Legal Representative, Savannah Panjer, and the Tenant, Abbey Banman ("Ms. Banman"), attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,395.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.74. This amount is calculated as follows: \$2,395.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$8,981.00.
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 \$2,395.00 from the Tenants, 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 \$35.83, is owing to the Tenants for the period from September 30, 2025, to June 16, 2026.
10. The Landlord seeks a termination of the tenancy as the rent arrears are substantial and the Tenant has not been responsive to efforts to establish a repayment plan for the rent arrears.
11. Ms. Banman testified that she ceased to live in a rental unit a few months ago due to domestic circumstances between herself and the other Tenant, but that her belongings remained in the rental unit. Ms. Banman testified that she believes the other Tenant also no longer lives in the rental unit and vacated a few weeks ago. Ms. Banman requested additional time to remove her belongings from the rental unit as she has secured new accommodations starting on July 1, 2026 and wishes to move her items directly there. Ms. Banman also cited the end of the school year and her children as reasons why it would be difficult to remove her items before this time.
12. Ms. Banman acknowledged that despite living there she still has access to the rental unit. Given Ms. Banman has indicated that the other Tenant no longer lives in the rental unit, I find there does not appear to be any compelling reason why she cannot attend the rental unit to retrieve her belongings despite the personal circumstances between them.
13. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. Given there is no indication of intended payments to the Landlord, and that the best evidence before me is that neither Tenant now lives in the rental unit, I find that any extension to the tenancy would be unfair in the circumstances. I note given the practical realities of enforcement through the Sheriff, that despite the tenancy being terminated pursuant to this order on June 30, 2026, enforcement is highly unlikely to actually take place on July 1, 2026, the date Ms. Banman states she will have access to new accommodations.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$9,167.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered, plus any additional rent that became due after June 30, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order, the Tenants must move out of the rental unit on or before June 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$5,601.01. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$78.74 per day for the use of the unit starting June 17, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 1, 2026.

June 19, 2026
Date Issued

Benjamin Seigel
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 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants 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	\$8,981.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$9,167.00

B. Amount the Tenants must pay if the tenancy is terminated.

Rent Owing to Hearing Date	\$7,845.84
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,395.00
Less the amount of the interest on the last month's rent deposit	- \$35.83
Total amount owing to the Landlord	\$5,601.01
Plus, daily compensation owing for each day of occupation starting June 17, 2026	\$78.74 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	