



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lee v Neves, 2026 ONLTB 48554

Date: 2026-06-19

File Number: LTB-L-021333-26

In the matter of: 512, 3091 Dufferin Street
Toronto ON M6A0C4

Between: Stanley Lee
Su Ping Lee
Landlords

And

Sergio Manuel Da Silva Neves
Tenant

Stanley Lee and Su Ping Lee (the 'Landlords') applied for an order to terminate the tenancy and evict Sergio Manuel Da Silva Neves (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 27, 2026. The Landlords' agent, Eugene Lee, the Tenant, and their support person, Maria Vieira attended the hearing.

Determinations:

1. The Landlords 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 \$2,450.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$80.55. This amount is calculated as follows: \$2,450.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 14, 2026 are \$15,650.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.

Relief From Eviction:

9. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. The Tenant has resided in the rental unit for approximately 2 years. The Tenant testified that he is self employed as a contractor and was owed money for unpaid wages that he is needing to take legal action in order to recoup. As of the date of the hearing, the Tenant was working for a different entity and consistently making \$3,000.00 by weekly.
11. The Tenant proposed a repayment plan whereby he would pay \$1,000.00 in addition to his monthly rent. He also testified that he has property outside of Canada that he is hoping to sell in August 2026, and plans to use some of that money to repay the Landlord faster.
12. The Landlords had some reservations with respect to the repayment plan given the high arrears, lack of communication by the Tenant, and their delinquent payment history.
13. Although no documentary evidence was provided by the Tenant to support, a) the employment dispute and/or b) the change in employment circumstances, I accepted the Tenant's testimony. However, recognizing the Landlords' reservations, I informed the parties that I would conditionally consider the Tenant's request for a repayment plan pending that the Tenant made certain payments (see interim order LTB-L-021333-26-IN, issued May 29, 2026).
14. The Tenant was to pay the lawful monthly rent that came due on June 15, 2026, the Tenant was also required to pay an additional \$1,000.00. If the Tenant made those payments, I would grant the repayment plan. If the Tenant failed to make those payments I would be issuing a voidable eviction order. The Landlord was to provide a post hearing submission confirming the completion of these payments.
15. On June 16, 2026, the Landlords wrote to the Board and indicated that the Tenant has made 0 payments as directed to do so at the hearing and in the May 29, 2026, interim order. As such, a voidable order shall issue.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$18,286.00 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,433.15. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlords compensation of \$80.55 per day for the use of the unit starting May 28, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before June 30, 2026, the Tenant 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 Landlords 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

Curtis Begg

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 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 July 14, 2026	\$18,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,286.00

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

Rent Owing To Hearing Date	\$14,247.15
Application Filing Fee	\$186.00
Total amount owing to the Landlords	\$14,433.15
Plus daily compensation owing for each day of occupation starting May 28, 2026	\$80.55 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	