



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

File Number: LTB-L-043301-25

In the matter of: 818, 2247 HURONTARIO ST
MISSISSAUGA ON L5A2G2

Between: H&R Property Management Ltd. Landlord

And

Anna Maria Oppedisano Tenant

H&R Property Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Anna Maria Oppedisano (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord's Representative, Sabrina Marchionne, attended the hearing.

As of 1:30 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$2,040.72. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$67.09. This amount is calculated as follows: \$2,040.72 x 12, divided by 365 days.
5. The Tenant has paid \$17,376.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$10,762.00.

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 \$1,993.27 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 \$19.15 is owing to the Tenant for the period from January 1, 2026, to June 16, 2026.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

Request for Costs

11. At the previous hearing on September 4, 2025, the Tenant had requested an adjournment because she was not aware of the hearing until she received the Landlord's disclosure the week prior. She had testified that she had immediately reached out to a legal clinic when she became aware of the hearing and had been waiting for approval for legal representation. The Tenant had also stated that she did not agree that any rental arrears were owing as a third party had paid rent directly to the Landlord, and she required time to prepare her evidence.
12. The Landlord's Legal Representative had opposed the adjournment due to the accumulating rent arrears. To lessen the prejudice on the Landlord, interim order LTB-L-043301-25-IN was issued, ordering the Tenant to pay the ongoing rent until this application had been resolved.
13. The Landlord's Legal Representative requested \$300.00 costs as after the previous hearing, the Landlord had never heard from the Tenant or a representative for the Tenant in any capacity and had sporadically received rent payments within that time however, most of the payments were late and the arrears remains above \$10,000.00.

Analysis

14. An award of costs is discretionary. Rules 23.2 and 23.3 provide for ordering another party's costs. Under Rule 23.2 costs are limited to representation/preparation fees and out of pocket costs. The hourly rate for a paid representative is capped at \$100.00 to a maximum of \$700.00.
15. Rule 23.3 does not specify the types of costs that may be awarded but does provide a party must have engaged in unreasonable conduct that caused undue delay or expense.
16. The Board's Costs: Interpretation Guideline 3 provides costs to a successful party will generally only be awarded where conduct is unreasonable. Unreasonable conduct is discussed, in part as follows:

Conduct is unreasonable if it causes undue expense or delay and includes the following:

7. Asking for adjournments or delays without justification;

8. Failing to prepare adequately for the hearing;

17. The Landlord's representative relied on the above provisions in Guideline 3. They submitted the Tenant's request for an adjournment on September 4, 2025, was in bad faith.
18. The Tenant never contacted the Landlord or had any representative contact the Landlord with respect to the payment of the arrears. The Tenant then never provided any evidence to the Landlord to support her claim that the arrears had been paid as of that date as claimed and failed to attend the subsequent hearing.
19. The Landlords requested costs for the extra attendance and the wasted hearing and preparation time that occurred due to the Tenant's conduct. The Landlords have paid their paralegal to attend the Board hearings on two occasions for this application.
20. The Landlord's request for costs is granted. In accordance with Guideline 3 of the Board's *Interpretation Guidelines*, the Tenant's conduct was unreasonable.
21. The Tenant did not comply with the interim order. She did not advise the Landlord that she would not be attending the hearing. Her conduct resulted in an unnecessary second attendance.
22. In accordance with Rule 27.2 of the Board's Rules of Practice, three hours of attendance/preparation time for both hearing dates of September 4, 2025, and June 16, 2026, at \$100.00 per hour is granted. A total of \$300.00 in costs for the Landlord is granted.

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:**
 - \$10,948.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$12,946.75 if the payment is made on or before July 4, 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 4, 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 4, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,988.19. 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 \$67.09 per day for the use of the unit starting June 17, 2026, until the date the Tenant moves out of the unit.
7. The Tenant shall also pay to the Landlord \$300.00 for the attendance and preparation costs.
8. If the Tenant does not pay the Landlord the full amount owing on or before July 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 5, 2026, at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before July 4, 2026, then starting July 5, 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 July 5, 2026.

June 23, 2026
Date Issued

Jagger Benham
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 5, 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	\$28,138.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$17,376.00
Total the Tenant must pay to continue the tenancy	\$10,948.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 4, 2026

Rent Owing to July 31, 2026	\$30,136.75
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$17,376.00
Total the Tenant must pay to continue the tenancy	\$12,946.75

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

Rent Owing to Hearing Date	\$27,190.61
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$17,376.00
Less the amount of the last month's rent deposit	- \$1,993.27
Less the amount of the interest on the last month's rent deposit	- \$19.15
Total amount owing to the Landlord	\$7,988.19
Plus, daily compensation owing for each day of occupation starting June 17, 2026	\$67.09 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	