



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-102964-24

In the matter of: 496 WORTHINGTON ST. EAST
NORTH BAY ON P1B1H5

Between: Richard Razvan Leuce

And

Sabrina Elizabeth B L Mabb
Nicholas Adam Richards
Braydon Jon Dennis Leo Ward
Olivia L Eberschlag

I hereby certify this is a
true copy of an Order dated

Apr 15, 2025

Landlord and Tenant Board

Landlord

Tenants

Richard Razvan Leuce (the 'Landlord') applied for an order to terminate the tenancy and evict Sabrina Elizabeth B L Mabb, Nicholas Adam Richards, Braydon Jon Dennis Leo Ward and Olivia L Eberschlag (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 1, 2025.

Only the Landlord's Agent Nicole Fazzari attended the hearing.

As of 9:43 a.m., the Tenants were 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 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 \$2,500.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 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 April 14, 2025, are \$14,400.00.
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 \$2,500.00 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 \$71.23 is owing to the Tenants for the period from February 10, 2024, to April 1, 2025.

Relief from Eviction / Section 83 of the Act

10. The Landlord's Agent requested a standard 11-day eviction order. As the Tenants were not present to speak to their circumstances, the Landlord's Agent was asked if they were aware of any circumstances of the Tenants that would give rise to delaying or denying eviction. The Landlord's Agent submitted that they were not aware of any such circumstances.
11. I considered whether the Landlord attempted to negotiate a repayment agreement with the Tenants pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord's Agent submitted that on March 18, 2025 she emailed the Tenants to provide them with a copy of the Landlord's update sheet and to ask if they wanted to discuss a payment plan. The Landlord's Agent did receive a response back indicating that the Tenants were interested in a payment plan. The Landlord's Agent advised the Tenants that they would need to make a proposal with the amounts they could pay and when. However, No payment plan proposal was received.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and, based on the evidence submitted and the quantum of the arrears, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlord. The Tenants did not attend the hearing to dispute the arrears or to request additional time to pay. As such, the Tenants will have the standard 11 days to either void this order or move out.

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:**
 - \$15,736.66 if the payment is made on or before April 26, 2025. 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 April 26, 2025 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 April 26, 2025.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,596.96. 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 Tenants shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting April 2, 2025, 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 April 26, 2025, the Tenants will start to owe interest. This will be simple interest calculated from April 27, 2025, at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 26, 2025, then starting April 27, 2025, 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 April 27, 2025.

April 15, 2025
Date Issued



Rachel Gibbons
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 October 27, 2025, 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 April 26, 2025

Rent Owing to May 14, 2025	\$15,550.66
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Total the Tenants must pay to continue the tenancy	\$15,736.66

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

Rent Owing to Hearing Date	\$11,982.19
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$71.23
Total amount owing to the Landlord	\$9,596.96
Plus, daily compensation owing for each day of occupation starting April 2, 2025	\$82.19 (per day)