



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087335-25

In the matter of: 0804, 210 STEELES AVE W
BRAMPTON ON L6Y2K3

Between: Kaneff Properties Limited Landlord

And

Leslie Carridice Tenant

Kaneff Properties Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Leslie Carridice (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 application) and the Tenant has been persistently late in paying the Tenant's rent (L2 application).

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

The Landlord's Legal Representative, Kundai Govereh and the Tenant attended the hearing.

Determinations:

L1 Application for rent arrears

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 \$2,439.49. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$80.20. This amount is calculated as follows: \$2,439.49 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 December 31, 2025 are \$7,217.96.
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 \$2,285.00 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.
9. Interest on the rent deposit, in the amount of \$38.19 is owing to the Tenant for the period from April 2, 2025 to December 1, 2025.
10. The Landlord's legal representative sought a standard 11-day eviction order as the Tenant has not made any payments since the application was filed.
11. The Tenant stated that he was hospitalized and on crutches, restricting him from being able to work. He is back to work on a part-time basis and stated that his monthly income is approximately \$4,000.00. He also stated that his monthly expenses are approximately \$4,247.49 which includes the monthly rent, groceries, hydro, car insurance, fuel, tenant insurance, cell phone, internet and credit card payment.
12. The Tenant also stated that he was unaware of housing support resources in his area but is intending on seeking assistance from them.
13. Although I find the Tenant to be genuine in his willingness to pay the arrears and ongoing rent, it is clear that based on the Tenant's submissions, his monthly expenses exceed his current monthly income. There is no evidence to support that the Tenant will return to full-time employment and no guarantee that he will be provided with financial assistance from housing support resources. As such I do not find the tenancy to be sustainable.
14. The Tenant requested an extension until the end of February 2026 to secure alternate accommodations. I find that granting an additional month would be prejudicial to the Landlord, as it would result in further arrears accruing. However, I find that a limited delay until January 31, 2026 is appropriate in the circumstances, as the Tenant is recovering from an injury and the additional time will allow him to pack his belongings and secure alternate accommodations.

L2 Application-Persistently late rent payments

15. On October 9, 2025, the Landlord gave the Tenant an N8 notice of termination (N8 notice) with a termination date of December 31, 2025. The rent is due on the first day of each month. The N8 notice alleges the Tenant paid the rent late 16 months out of the 7 month period from June 2024 to October 2025.
16. The Tenant stated that he was confused about when rent was due as there was a flyer posted in the common area of the residential complex for Rentmoola, a third-party rent portal, that indicated tenants could pay their rent on their terms with respect to time and method.
17. The Tenant did not contest that rent is due on the first day of each month as per the tenancy agreement and did not challenge the evidence of the Landlord regarding the persistently late payments. As such, I find the Tenant has persistently failed to pay the rent on the date it was due. The rent was paid late 16 times of the 17-month period in the N8 notice.

18. Based on my finding on the L2 application, the tenancy is terminated meaning the Tenant does not have an opportunity to void termination by paying the outstanding arrears claimed on the L1 application.
19. 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 January 31, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 February 1, 2026.
4. The Tenant shall pay to the Landlord \$2,721.48. 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.
5. The Tenant shall also pay the Landlord compensation of \$80.20 per day for the use of the unit starting December 2, 2025 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026

Date Issued

Christina Philp

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 August 1, 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 if the tenancy is terminated

Rent Owing To Hearing Date	\$4,858.67
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,285.00
Less the amount of the interest on the last month's rent deposit	- \$38.19
Total amount owing to the Landlord	\$2,721.48
Plus daily compensation owing for each day of occupation starting December 2, 2025	\$80.20 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	