



Order under Section 69 Residential Tenancies Act, 2006

Citation: MEDALLION CORPORATION v JIMALE, 2026 ONLTB 903

Date: 2026-01-07

File Number: LTB-L-087496-25

In the matter of: 318, 5 HARDING AVE
NORTH YORK ON M6M0A3

Between: MEDALLION CORPORATION Landlord

And

FOSIA JIMALE Tenants
AHMED MOHAMED

MEDALLION CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict FOSIA JIMALE and AHMED MOHAMED (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 9, 2025. The Landlord's legal representative Maria Jelic attended the hearing.

As of 1:47 pm, 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 \$1,786.48. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$58.73. This amount is calculated as follows: \$1,786.48 x 12, divided by 365 days.
5. The Tenants have paid \$4,290.94 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$1,354.98.

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 \$1,819.84 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 \$42.75 is owing to the Tenants for the period from January 1, 2025 to December 9, 2025.
10. The Landlord states it sent a cover letter with the N4 Notice which invited the Tenants to consider a payment plan for the rent arrears but the Landlord received no response.
11. The Landlord states that it reached out to the Tenant by email on December 1, 2025 to discuss a payment agreement. The Landlord states on December 3, 2025, a payment agreement was sent to the Tenants. On December 4, 2025, the Landlord's legal representative was advised by the Landlord that the Tenants did not sign the payment agreement. The Landlord states it is agreeable to postponing the termination of the tenancy for 30 days from the date of the order to allow the Tenant more time to pay the arrears and void the order.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Landlord attempting to negotiate a repayment of the arrears with the Tenant without success. I find that it would not be unfair to postpone the eviction until February 7, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenants have paid a significant amount towards the arrears since the application was filed. I find allowing the Tenants additional time to pay the arrears and void this order is reasonable so the Tenants may preserve their tenancy.

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:**
 - \$3,327.46 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$5,113.94 if the payment is made on or before February 7, 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 February 7, 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 February 7, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,579.52. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$58.73 per day for compensation for the use of the unit starting December 10, 2025 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before February 7, 2026, then starting February 8, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 8, 2026.

January 7, 2026
Date Issued

Kimberly Parish
Vice Chair, 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 8, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To January 31, 2026	\$7,432.40
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,290.94
Total the Tenants must pay to continue the tenancy	\$3,327.46

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 7, 2026

Rent Owing To February 28, 2026	\$9,218.88
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,290.94
Total the Tenants must pay to continue the tenancy	\$5,113.94

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

Rent Owing To Hearing Date	\$4,388.01
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,290.94
Less the amount of the last month's rent deposit	- \$1,819.84
Less the amount of the interest on the last month's rent deposit	- \$42.75
Total amount owing to the Landlord	\$(1,579.52)
Plus daily compensation owing for each day of occupation starting December 10, 2025	\$58.73 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	