



Order under Section 69 Residential Tenancies Act, 2006

Citation: 101 St. Clair Rental Group Inc. v SHARABURA, 2026 ONLTB 1050

Date: 2026-01-07

File Number: LTB-L-083095-25

In the matter of: 1407, 101 ST CLAIR AVE W
TORONTO ON M4V0A2

Between: 101 St. Clair Rental Group Inc.

Landlord

And

RICHARD SHARABURA
STEPHANIE SHARABURA

Tenants

101 St. Clair Rental Group Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict RICHARD SHARABURA and STEPHANIE SHARABURA (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 17, 2025.

The Landlord's agent, A. Boyle, the Landlord's legal representative, S. Beard, and the Tenant, R. Sharabura, attended the hearing.

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 \$2,269.16. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$74.60. This amount is calculated as follows: $\$2,269.16 \times 12$, divided by 365 days.
5. The Tenants have paid \$190.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$9,870.80.

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 \$1,995.00 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 \$47.96 is owing to the Tenants for the period from January 1, 2025 to December 17, 2025.
10. The Landlord requests a standard termination order.
11. The Tenant, R. Sharabura (RS), said that the Tenants have lived in the rental unit for seven years, and they seek to remain in the unit. RS said that they are expecting assistance from the rent bank in the amount of \$5,000.00. He also said that he is unable to work because he has been diagnosed with Parkinson's disease, and his only income is \$1,850.00 per month of CPP and OAS. RS said that his wife is a qualified MBS, and she has been seeking work since March 2025. He said that his wife was not eligible for EI, so they have been unable to pay the rent because they have been living on his limited income, and they have now used up all their savings.
12. 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 February 28, 2026 pursuant to subsection 83(1)(b) of the Act, for the following reasons. The Tenants have been long-term Tenants, and RS has medical issues that prohibit him from being able to work. Although RS said that the other Tenant is actively seeking employment, she has not managed to find a job for at least 10 months, and he was unable to provide evidence that she will find a job in the near future. RS was unable to propose a reasonable or achievable payment plan. I find that it is unlikely that a payment plan would be practical or successful. However, given their long-term tenancy, and the possibility that the Tenants might receive some financial assistance, I find that it is not unfair to give them extra time to either find employment, or to find the financial assistance that may help them preserve their tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$12,325.96 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$14,595.12 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 28, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$7,012.88. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$74.60 per day for the use of the unit starting December 18, 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 February 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, 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 March 1, 2026.

January 7, 2026
Date Issued

Nancy Morris
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 September 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 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	\$12,329.96
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$190.00
Total the Tenants must pay to continue the tenancy	\$12,325.96

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$14,599.12
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$190.00
Total the Tenants must pay to continue the tenancy	\$14,595.12

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

Rent Owing To Hearing Date	\$9,059.84
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$190.00
Less the amount of the last month's rent deposit	- \$1,995.00
Less the amount of the interest on the last month's rent deposit	- \$47.96
Total amount owing to the Landlord	\$7,012.88
Plus daily compensation owing for each day of occupation starting December 18, 2025	\$74.60 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	