



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

File Number: LTB-L-078853-25

In the matter of: 161 REGENT RD
NORTH YORK ON M3K1H6

Between: MBM HOMES INC Landlord
MBM HOMES INC

And

ZSOLT CSOMOR Tenant
KINGA FODOR
MARIANNA ADAM

MBM HOMES INC and MBM HOMES INC (the 'Landlord') applied for an order to terminate the tenancy and evict ZSOLT CSOMOR, KINGA FODOR and MARIANNA ADAM (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 4, 2025.

The Landlord and the Tenant, Marianna Adam attended the hearing.

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 \$4,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$131.51. This amount is calculated as follows: \$4,000.00 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 \$17,650.00. The Tenant confirmed the arrears claimed by the Landlord and did not dispute the amount.

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 \$4,000.00 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 \$53.15 is owing to the Tenant for the period from May 25, 2025, to December 4, 2025.

Relief from Eviction

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.
11. The Tenant confirmed that the amount of rent arrears claimed by the Landlord is correct. The Tenant testified that she was not employed and had no income. She further stated that as of August 2025, her son, the Tenant Zsolt Cosmor was not working, and that her daughter-in-law was also not working.
12. While this evidence explains the circumstances that contributed to the arrears, the Tenant did not provide any documentary evidence of income, did not propose a realistic repayment plan, and did not establish that the arrears could be remedied within a reasonable period of time. Given the extremely amount of the arrears and the absence of evidence demonstrating an ability to resume and maintain rent payments going forward, I find that the tenancy is not viable.

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:**
 - \$21,836.00 if the payment is made on or before January 17, 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 January 17, 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 January 17, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,308.89. 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 \$131.51 per day for the use of the unit starting December 5, 2025, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 17, 2026, then starting January 18, 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 January 18, 2026.

January 6, 2026

Date Issued

Nathan Korenberg

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 July 18, 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 to void the eviction order and continue the tenancy if the payment is made on or before January 17, 2026

Rent Owing To January 31, 2026	\$21,650.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,836.00

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

Rent Owing To Hearing Date	\$14,176.04
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$4,000.00
Less the amount of the interest on the last month's rent deposit	- \$53.15
Total amount owing to the Landlord	\$10,308.89
Plus daily compensation owing for each day of occupation starting December 5, 2025	\$131.51 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	