



Order under Section 69 Residential Tenancies Act, 2006

Citation: LOGHMANI v TSHAKATUMBA, 2026 ONLTB 1290

Date: 2026-01-06

File Number: LTB-L-084134-25

In the matter of: 3201, 36 PARK LAWN RD
ETOBICOKE ON M8V0E5

Between: ALI LOGHMANI Landlord

And

STEVEN TSHAKATUMBA Tenant

ALI LOGHMANI (the 'Landlord') applied for an order to terminate the tenancy and evict STEVEN TSHAKATUMBA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

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

The Landlord and the Tenant 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 \$2,575.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$84.66. This amount is calculated as follows: \$2,575.00 x 12, divided by 365 days.
5. The Tenant has paid \$5,150.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 14, 2026 are \$5,150.00.
7. There is no dispute that the Landlord received and deposited a \$2,575.00 cheque from the Tenant on December 15, 2025. As there was no confirmation at the hearing that the

cheque successfully cleared, this payment has not been deducted from the arrears. If the cheque clears, the amount to void as set out below is decreased by \$2,575.00.

8. The Tenant contested the arrears submitting that he was unable to pay the rent for September 2025 due to the Landlord reneging on an agreement the parties had that the Landlord would waive the rent for the rental period of July 15, 2025 to August 14, 2025 due repairs being done in the rental unit in July 2025. The Tenant filed a T2/T6 application (LTB-T-057130-25) for these issues. As there are separate tenant applications filed and the Tenant did not properly raise section 82 issues, I find it inappropriate to consider these issues in detail within the Landlord's application.
9. For the purpose of the L1 application before me, the N4 Notice claims that the Tenant failed to pay the rent for the rental period September 15, 2025 to October 14, 2025. The Landlord submitted into evidence a copy of the returned item notification from RBC. The Landlord deposited the Tenant's September 15, 2025 cheque on September 15, 2025 and the cheque was stopped and returned on September 17, 2025.
10. Based on the evidence before me, I find that the Tenant did not pay the rent for the rental period September 15, 2025 to October 14, 2025 and the Landlord was entitled to serve the N4 Notice and file the subsequent L1 application. The Tenant's allegations with regards to maintenance and having been displaced in July 2025, which I make no determinations on, will be addressed in the Tenant's applications.
11. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$7.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,575.00 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.
14. Interest on the rent deposit, in the amount of \$49.03 is owing to the Tenant for the period from March 15, 2025 to December 17, 2025.
15. 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 14, 2026 pursuant to subsection 83(1)(b) of the Act.
16. The Tenant did not seek to preserve the tenancy but requested the Board delay termination to February 14, 2026 to allow him time to vacate the rental unit and secure alternative housing. Given that the Tenant has made payments to the Landlord since the application was filed and that fact that the Landlord is holding a last month's rent deposit, I find it reasonable to grant the Tenant's request. The Landlord provided no compelling circumstances that the Landlord would be unduly prejudiced if the Board delays the termination date.

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:**
 - \$5,363.00 if the payment is made on or before January 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,938.00 if the payment is made on or before February 14, 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 14, 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 14, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$417.95. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$84.66 per day for the use of the unit starting December 18, 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 February 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 14, 2026, then starting February 15, 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 February 15, 2026.

January 6, 2026
Date Issued

Vicky Liu
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 15, 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 14, 2026

Rent Owing To January 14, 2026	\$10,300.00
Application Filing Fee	\$186.00
NSF Charges	\$27.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,150.00
Total the Tenant must pay to continue the tenancy	\$5,363.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 14, 2026

Rent Owing To February 14, 2026	\$12,875.00
Application Filing Fee	\$186.00
NSF Charges	\$27.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,150.00
Total the Tenant must pay to continue the tenancy	\$7,938.00

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

Rent Owing To Hearing Date	\$7,978.98
Application Filing Fee	\$186.00
NSF Charges	\$27.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,150.00
Less the amount of the last month's rent deposit	- \$2,575.00
Less the amount of the interest on the last month's rent deposit	- \$49.03
Total amount owing to the Landlord	\$417.95
Plus daily compensation owing for each day of occupation starting December 18, 2025	\$84.66 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	