



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

File Number: LTB-L-048005-25

In the matter of: UNIT 202, 1225 QUEEN STREET EAST
TORONTO ON M4M1L6

Between: THEODORUS RALIS Landlord

And

BINIAM KELEMEWORK Tenant

THEODORUS RALIS (the 'Landlord') applied for an order to terminate the tenancy and evict BINIAM KELEMEWORK (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 21, 2025.

The Landlord's Legal Representative Jhessty Santos 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 \$550.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$18.08. This amount is calculated as follows: \$550.00 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 August 31, 2025, are \$4,450.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

9. The Tenant disagreed that they owned the Landlord the arrears that the Landlord is seeking.
10. The Tenant testified that they moved into the rental unit five years ago, had no written lease, but had a verbal agreement to pay the Landlord \$600.00 per month. Additionally, the Tenant stated that they paid cash to Mr. Asefa every month.
11. Usually in these types of L1 applications seeking alleged rent arrears and eviction based on rent arrears, once the applicant/landlord makes the claim that there is rent owing, the burden of proof and onus to show any rent was paid, shifts to the respondent/tenant. The shift happens because it is 'difficult to prove a negative' (it is difficult for landlords to prove the tenant did not do something). Therefore, the Board usually looks to the tenant to provide evidence that they actually did the thing they claim they did.
12. Other than the Tenant's verbal testimony that he had paid all the rent owing, (to which I gave little weight and found unreliable), there was no other corroborating evidence proving on a balance of probabilities that rent had been paid.
13. As a result, I find that the Tenant has not shown on a balance of probabilities that she paid any rent since the period started on the N4 Notice.
14. The Landlord requested a standard voidable order with 11 days for termination of tenancy.
15. The Tenant submitted that they wished the application to be dismissed, stating, 'I will not pay months I have already paid.' The Tenant did not propose a repayment plan or provide any alternative resolution to address the arrears claimed by the Landlord. Furthermore, the Tenant did not make substantive submissions regarding the eviction request, other than expressing a desire 'not to move tomorrow.' During the hearing, I made several attempts to guide the Tenant toward considering a repayment plan or presenting evidence that could support their position. However, the Tenant repeatedly returned to the assertion that all arrears had already been paid, without offering corroborating documentation or a structured proposal to resolve the matter. This lack of engagement with potential remedies or acknowledgment of the Board's process left no viable alternative to the relief sought by the Landlord.
16. 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.

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:**
 - \$7,386.00 if the payment is made on or before January 18, 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 18, 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 18, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,104.08. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$18.08 per day for the use of the unit starting August 2, 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 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 18, 2026, then starting January 19, 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 19, 2026.

January 7, 2026

Date Issued

Anthony Bruno

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 19, 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 18, 2026

Rent Owing To January 31, 2026	\$7,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,386.00

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

Rent Owing To Hearing Date	\$3,918.08
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,104.08
Plus daily compensation owing for each day of occupation starting August 2, 2025	\$18.08 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	