



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

File Number: LTB-L-089053-25

In the matter of: 7, 251 QUEEN STREET
Kitchener ON N2G1W4

Between: NOBLE RESIDENTIAL HOME INC

Landlord

And

FREDERICK FOLKARD

Tenant

NOBLE RESIDENTIAL HOME INC (the 'Landlord') applied for an order to terminate the tenancy and evict FREDERICK FOLKARD (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 15, 2025.

Only the Landlord's Agents, Adil Musa and Abbas Elbrani, attended the hearing.

As of 2:01 p.m., the Tenant was 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 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 \$1,940.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$63.78. This amount is calculated as follows: \$1,940.00 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 \$9,700.00.

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 \$1,794.00 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 \$110.47 is owing to the Tenant for the period from June 30, 2023 to December 15, 2025.

Section 83 Considerations:

10. The Landlord's Agent Adil Musa (AM) testified that the Tenant has resided in the rental unit since July 4, 2023. The residential complex offers 24/7 staffing and 3 meals and 2 snacks a day to tenants. The Landlord acknowledged that the Tenant has a mental health condition, and they have attempted to negotiate with the Tenant through his worker, but the Tenant is not willing to meet.
11. 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.
12. The evidence submitted by the Landlord about the level of services provided to the Tenant through the residential complex indicates that the Tenant requires staffing and assistance with their meals. I find that a short delay in eviction would not be unfair to allow the Tenant to rectify the arrears through his worker or to receive assistance in finding alternative accommodation. However, given that the arrears are not insignificant, it would be unfair to delay eviction longer. I am satisfied that the Landlord through their attempts to work with the Tenant and his worker has accommodated the Tenant short of undue hardship within the meaning of the *Human Rights Code*.
13. In these circumstances, I find that it would not be unfair to delay eviction until February,

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
1. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$11,826.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$13,766.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

2. 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 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
3. **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 28, 2026.**
4. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,998.23. 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.
5. The Tenant shall also pay the Landlord compensation of \$63.78 per day for the use of the unit starting December 16, 2025 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
7. 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.
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 March 1, 2026.

January 6, 2026
Date Issued

Allana McComb
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 Tenant 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	\$11,640.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,826.00

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

Rent Owing To February 28, 2026	\$13,580.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,766.00

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

Rent Owing To Hearing Date	\$8,716.70
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,794.00
Less the amount of the interest on the last month's rent deposit	- \$110.47
Total amount owing to the Landlord	\$6,998.23
Plus daily compensation owing for each day of occupation starting December 16, 2025	\$63.78 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	