



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

File Number: LTB-L-087946-25

In the matter of: 103, 155 DOWNSVIEW PARK BLVD
NORTH YORK ON M3K0E3

Between: Sarvjit Kaloti Landlord

And

Shi-Marey Victor Tenant

Sarvjit Kaloti (the 'Landlord') applied for an order to terminate the tenancy and evict Shi-Marey Victor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue: Service of the N4 Notice

1. At the outset of the hearing the Tenant submitted that they were not served with the N4 notice of termination in accordance with the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord testified that he personally put the N4 notice of termination under the Tenant's door on September 27, 2025, and therefore it was validly given that day. The Tenant testified this did not happen, and that she saw there was an N4 on the other tenant's door.
2. Under s.191(1) of the Act, a document is sufficiently given to a person where it is delivered in accordance with any means allowed in the LTB's Rules of Procedure.
3. Rule 3.1(c) provides that a document may be served by sliding it under the door or putting it through a mail slot in the door of the rental unit or member unit as long as the person remains in possession of the rental unit.
4. In *Toronto Community Housing Corp. v Zelsman*, 2017 ONSC 5289, the Divisional Court confirmed the LTB had not erred in finding that a landlord need only establish that a

document was served in accordance with the Act or the LTB's Rules, not that it actually came to the recipient's attention.

5. The Landlord filed a certificate of service which indicates that the N4 notice was placed under the door of the rental unit. The Landlord testified at the hearing that he had personally slid the N4 notice under the door. The Tenant did not provide any documentary evidence to support her claim that the N4 notice was posted on the door of another tenant. The Tenant did not take a picture of the N4 on the neighbours door, which I would have expected if the N4 had been taped to someone else's door as the Tenant says she saw, especially as that is not an approved form of service. I accept the oral testimony of the Landlord that he served the N4 under by sliding it under the Tenant's door.
6. Therefore, I am satisfied that the Landlord did properly serve the N4 notice to the Tenant.

L1 Application:

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$2,850.00. It is due on the 1st day of each month. There was a dispute about which day the rent was due. I accept the Tenant's evidence that rent is due the first day of each month; it was supported by the terms of the lease and the Landlord acknowledged that the lease indicates rent is due the first day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$93.70. This amount is calculated as follows: $\$2,850.00 \times 12$, divided by 365 days.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to December 31, 2025 are \$11,400
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,850.00 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.
15. Interest on the rent deposit, in the amount of \$38.65 is owing to the Tenant for the period from June 1, 2025 to December 15, 2025.

Section 83 Considerations:

16. The Tenant testified that she has been sick and was hospitalized, which impacted her work hours. The Tenant was on short-term disability temporarily and they have agreed to pay

the amount of the arrears that were listed on the application in the amount of \$5,700.00. This will be paid directly to the Landlord and was expected to be paid prior to the end of the year.

17. The Tenant has a 16-year-old daughter in the home and she is still struggling with health issues. The Tenant was released from the hospital approximately 3 weeks prior to the hearing and has gone back to work. The Tenant has proposed a payment plan of \$500.00 per month based on child support she receives.
18. The Landlord objected to the payment plan as he says the arrears are substantial and this is his only rental unit. The Landlord said he is not able to accept a payment plan.
19. I accept the Tenant's evidence that she has had medical complications that have impacted her ability to pay rent and that would impact her should there be an eviction. Despite the Tenant not submitting documentary evidence to support her oral testimony, I also accept the Tenant's evidence that short-term disability will be providing some money for the arrears and that she can pay \$500.00 per month to the remaining arrears.
20. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. While I accept that the arrears are not insignificant, I am satisfied that the tenancy is viable, and thus it would not be unfair to deny eviction subject to a payment plan. If the Tenant does not pay the arrears back according to the plan, the Landlord can bring an application to evict her under section 78.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$11,586.00 for rent arrears to December 31, 2025, inclusive of the filing fee.
3. The Tenant shall pay to the Landlord the amount in paragraph 2 of this order in accordance with the following schedule:
 - a. The Tenant shall pay to the Landlord \$5,700.00 on or before January 15, 2026;
 - b. Starting January 20, 2026 and ending November 20, 2026, the Tenant shall pay to the Landlord \$500.00 per month on or before the 20th day of the month;
 - c. On or before December 20, 2026, the Tenant shall pay to the Landlord the remaining balance of \$386.00.
4. Commencing January 1, 2026 and continuing until December 1, 2026, or until the arrears are paid in full, whichever date is earliest, the Tenant shall pay to the Landlord the lawful monthly rent on or before the first day of the month.

5. If the Tenant fails to comply with any of the conditions set out in paragraphs 3 and 4 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an Order terminating the tenancy and evicting the Tenant, and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after December 31, 2025. The Landlord must make the application within 30 days of the breach of a condition. This application is made to the LTB without notice to the Tenant.

January 7, 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.

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	\$14,211.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,397.00

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

Rent Owing To Hearing Date	\$9,861.80
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,850.00
Less the amount of the interest on the last month's rent deposit	- \$38.65
Total amount owing to the Landlord	\$7,159.15
Plus daily compensation owing for each day of occupation starting December 16, 2025	\$93.70 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	