



Order under Section 69 Residential Tenancies Act, 2006

Citation: 683927 Ontario Limited v Matan, 2026 ONLTB 2735

Date: 2026-01-13

File Number: LTB-L-046584-25

In the matter of: 107, 437 JARVIS ST
TORONTO ON M4Y2H1

Between: 683927 Ontario Limited Landlord

And

David Matan Tenant

683927 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict David Matan (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 November 19, 2025.

The Landlord's legal representative Carli de Vos 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 \$1,331.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.76. This amount is calculated as follows: \$1,331.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,650.00 to the Landlord since the application was filed.
6. The rent arrears owing to November 30, 2025 are \$9,123.53.

7. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$5.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,200.00 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.
10. Interest on the rent deposit, in the amount of \$113.03 is owing to the Tenant for the period from August 7, 2021 to November 19, 2025.

Section 82 Issues

11. This hearing was initially brought before a different member of the Board on September 2, 2025, but was adjourned due to scheduling overflow.
12. An interim was issued following this hearing: LTB-L-046584-25-IN. The interim order specifies that the Tenant shall file with the Board and serve on the Landlord a written description of any issue they intend to raise under section 82(1) and any evidence the Tenant seeks to rely on at the hearing. The interim order specifies an email address for service to the Landlord. The written description and evidence were not served on the Landlord via the method specified ahead of the hearing. Similarly, it was not filed with the Board.
13. The interim order also required the Tenant to pay the ongoing lawful rent to the Landlord by the day it is due until this matter is resolved. The Tenant did not do so: his cheque for the October 2025 rent was returned due to insufficient funds.
14. The interim order specifies that if the Tenant did not comply with the ongoing requirement to pay rent prior to the resumption of the hearing, the Member hearing the matter may refuse to accept or consider the Tenant's evidence and submissions.
15. Given the lack of compliance with the interim order by the Tenant, I refused to consider his evidence and submissions with respect to the issues he intended to raise under section 82(1). I did, however, allow the Tenant to give testimony and submissions with respect to relief from eviction under section 83.

Relief from Eviction

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.
17. The Tenant testified that he only receives \$800.00 per month in benefits from Ontario Works. He testified that he has an upcoming hearing relating to disability benefits, but did not provide a date. He specified that he lost his job due to a medical issue approximately

18 months before the hearing. He could not identify any other means that would guarantee his ability to pay the rent.

18. The tenancy between the Landlord and the Tenant is unsustainable. The Tenant cannot afford the rental unit. In my view, it would be unfair to the Landlord to grant relief from eviction in this circumstance.

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:**
 - \$11,996.53 if the payment is made on or before January 24, 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 24, 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 24, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,521.94. 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 \$43.76 per day for the use of the unit starting November 20, 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 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 25, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 24, 2026, then starting January 25, 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 25, 2026.

January 13, 2026
Date Issued

Jeremy Henderson
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 25, 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 24, 2026

Rent Owing To January 31, 2026	\$14,435.53
Application Filing Fee	\$186.00
NSF Charges	\$25.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,650.00
Total the Tenant must pay to continue the tenancy	\$11,996.53

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

Rent Owing To Hearing Date	\$11,273.97
Application Filing Fee	\$186.00
NSF Charges	\$25.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,650.00
Less the amount of the last month's rent deposit	- \$1,200.00
Less the amount of the interest on the last month's rent deposit	- \$113.03
Total amount owing to the Landlord	\$7,521.94
Plus daily compensation owing for each day of occupation starting November 20, 2025	\$43.76 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	