



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-086226-25

In the matter of: BASEMENT UNIT, 86 BONISTEL CRES
BRAMPTON ON L7A 3G9

Between: Josephine Fortes Landlord

and

Wilfred Mohabir Tenant

Josephine Fortes (the 'Landlord') applied for an order to terminate the tenancy and evict Wilfred Mohabir (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 6, 2026.

The Landlord, the Landlord's representative Haddon Fortes 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 \$1,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: \$1,000.00 x 12, divided by 365 days.
5. The Tenant acknowledged he's paid no rent since the application was filed but disputed the debt alleged taking the position that he's paid the rent for the period May 1, 2025 to June 30, 2025 contrary to the allegations contained in the N4 notice of termination. The Tenant always paid his rent in cash and the Landlord gave him the carbon copy of a hand-written receipt from a receipt-book bearing pre-printed serial numbers. These sequential receipts are dated and reflected in the Landlord's ledger which match the history of rent charged and paid as testified by the Tenant. This evidence reveals that the Landlord applied the two payments she'd received in the months of May and June to unpaid rent charged for the period March 1, 2025 to April 30, 2025 as she was entitled to do absent

any clear direction from the Tenant. I find on a balance of probabilities that the rent arrears owing to January 31, 2026 are \$9,000.00.

6. The Tenant requested a six-month delay of eviction because of his circumstances that include ill health and inability to participate in the workforce. The Tenant has lived alone in this rental unit for two years and his only source of income is a very modest distribution from CPP. He's been unable to work in the past five years but exhausted all of his savings in the past two years making it difficult to meet his financial obligations. He has not applied for ODSP but he had applied for OW the week before the hearing. He proposed that given six-months' more time, he would have a response from his OW application and would also apply for other social assistance in the hopes of bringing his account back into good standing. The Landlord submitted that she too has a modest income from CPP and OAS alone and relies on rental income from this unit. The Landlord is facing financial distress from the mounting arrears.
7. 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 a short delay of eviction would not be unfair pursuant to subsection 83(1)(b) of the Act.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

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:**
 - \$9,186.00 if the payment is made on or before January 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,383.28. 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 \$32.88 per day for the use of the unit starting January 7, 2026 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2026, then starting February 1, 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 1, 2026.

January 14, 2026
Date Issued

Nersi Makki
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 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	\$9,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,186.00

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

Rent Owing To Hearing Date	\$8,197.28
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,383.28
Plus daily compensation owing for each day of occupation starting January 7, 2026	\$32.88 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	