



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

File Number: LTB-L-093101-25

In the matter of: 202, 2104 DUFFERIN ST
YORK ON M6E3R7

Between: Marco Napoli Landlord

And

Yafet Mehari Tenant

Marco Napoli (the 'Landlord') applied for an order to terminate the tenancy and evict Yafet Mehari (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 13, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Arrears of Rent

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 parties agree that the lawful rent is \$1,435.00. It is due on the first (1st) day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$47.18. This amount is calculated as follows: \$1,435.00 x 12, divided by 365 days.
5. The parties agree that the Tenant has not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to January 31, 2026, are \$4,740.00.
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 \$1,400.00 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 \$73.54 is owing to the Tenant for the period from December 1, 2023, to January 13, 2026.

Relief From Eviction

10. The Landlord sought the termination of the tenancy due to the amount of the rent arrears. The Landlord relies on the rent payments from the Tenant in order to pay for the expenses related to the rental unit and the residential complex, including the mortgage, the property taxes and the water costs. The lack of payment from the Tenant is therefore causing a financial strain on the Landlord as they have had to rely on their savings to maintain their obligations to the residential complex.
11. The Landlord has attempted to negotiate with the Tenant an agreement including terms of payment for the Tenant's arrears, but the parties were unable to come to an agreement.
12. The Landlord was amenable to providing the Tenant until March 1, 2026, to pay the arrears of rent in their entirety or move out of the rental unit.
13. The Tenant testified that they have resided in the rental unit for two (2) years.
14. The Tenant stated that they faced accrued financial difficulties during the months of September 2025 and October 2025, as a result of their unemployment.
15. The Tenant indicated that they started a new job during the month of November 2025. They estimate their current household income to be \$2,300.00, and their monthly expenses to be around \$2,215.00. They also have additional debts of \$13,000.00.
16. The Tenant stated that they do not have funds set aside that they would be able to pay to the Landlord. They proposed to enter into a repayment plan during which they would pay the Landlord the ongoing rent in full and on time in addition to an amount fluctuating between \$500.00 and \$600.00 every two (2) weeks towards the arrears.
17. The Tenant has started to look for alternate housing accommodations but has yet to find accommodations suitable to their needs and budget.

Analysis

18. 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, along with the Tenant's payment history since the filing of the application and the length of the tenancy, and find that it would not be unfair to postpone the eviction until March 1, 2026, pursuant to subsection 83(1)(b) of the Act.
19. Although the Tenant proposed to enter into a repayment plan to pay the arrears of rent and continue the tenancy, I am not satisfied of the sustainability of their proposal. Indeed, based

on their own estimates of their income and their expenses, the Tenant would have a shortfall which would prevent them from abiding by the terms of their repayment proposal. While the Tenant proposed to reduce some of their “non-essential” expenses, their testimony in this regard remained vague and unclear.

20. Furthermore, the Tenant did not provide any documents, such as bank statements or income statements, to substantiate their income. The Tenant’s current financial situation does not support their repayment proposal, and they failed to propose any concrete means of increasing their income. I am not satisfied that the Tenant has the financial means to enter into a repayment plan for their arrears of rent, especially when taking into consideration the Tenant’s other financial obligations and commitments.
21. Since it appears that the Tenant does not have the financial capability to continue the tenancy of their own accord, under their current circumstances, I find the Tenant’s inability to pay the arrears of rent and the ongoing rent would result in additional prejudice to the Landlord; and given the increasing amount of arrears, I do not find it appropriate to grant relief from eviction beyond March 1, 2026.
22. While I am cognizant that Tenant may need some time to find alternate housing accommodations, the Landlord should not have to further bear the burden of a Tenant’s financial difficulties. I have therefore terminated the tenancy in accordance with the terms set out below.
23. The delayed eviction date will allow the Tenant additional time to seek financial assistance in order to pay the arrears and continue the tenancy. In the alternative, the Tenant will have additional time to search for new housing accommodations.
24. The prejudice to the Landlord is minimized as the Landlord holds a last month’s rent on deposit and the extension, which they were favourable to, is not prolonged.

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:**
 - \$4,926.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$6,361.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$7,796.00 if the payment is made on or before March 1, 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 March 1, 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 March 1, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,630.80. 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.
6. The Tenant shall also pay the Landlord compensation of \$47.18 per day for the use of the unit starting January 14, 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 March 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 2, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 1, 2026, then starting March 2, 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 March 2, 2026.

January 20, 2026
Date Issued

Alexandre Traboulsi
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 2, 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	\$4,740.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,926.00

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	\$6,175.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,361.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 1, 2026

Rent Owing To March 31, 2026	\$7,610.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,796.00

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

Rent Owing To Hearing Date	\$3,918.34
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,400.00
Less the amount of the interest on the last month's rent deposit	- \$73.54
Total amount owing to the Landlord	\$2,630.80
Plus daily compensation owing for each day of occupation starting January 14, 2026	\$47.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	