



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

File Number: LTB-L-081891-25

In the matter of: 307, 448 SPADINA RD
TORONTO ON M5P2W4

Between: 448 Spadina Road Limited Partnership Landlord

And

Rasa Samimi Tenant

448 Spadina Road Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Rasa Samimi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 16, 2025.

The Landlord's Legal Representative, S. McArthur, 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 \$1,895.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.30. This amount is calculated as follows: \$1,895.00 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 \$6,744.12.
7. The Tenant does not agree that he owes the amounts claimed. The Tenant believes he only owes two months of rent. The Tenant testified that he paid one year's rent upfront to the Landlord in the amount of \$22,760.00. The tenancy began October 15, 2024, so the Landlord should have his deposit until October 14, 2025, whereas the N4 notice claims rent arrears from September 1, 2025.

8. The Landlord relies on the lease agreement which states that the Tenant paid first and last eleven months rent in advance. The rent is due on the first of each month. The Landlord applied per diem rent for October 2024 and has used the advance rent for the rest of the months keeping last month's rent deposit as deposit. The Tenant's advance rent was applied to half the month of September 2025 and the Tenant failed to pay the rest.
9. I do not find any issue with the rent calculations made by the Landlord. The only confusion with the Tenant was with the last month's rent deposit that the Landlord has retained as the tenancy has continued past the first year. I find that to be acceptable under the *Residential Tenancies Act, 2006* (the 'Act') as it allows the Landlord to retain and apply the last month's rent deposit to the last month of the tenancy.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,895.00 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.
12. Interest on the rent deposit, in the amount of \$55.55 is owing to the Tenant for the period from October 15, 2024 to December 16, 2025.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of the Act.
14. The Tenant testified that he was laid off a few months ago and is currently on Ontario Works. The Tenant is expecting to be hired soon and should be able to pay off the balance of arrears by mid-February 2026.
15. The Landlord opposes an extension to February 2026 as the Tenant has not provided any proof of employment. I advised the Tenant at the hearing that I would grant him time to January 31, 2026, to pay off the arrears. Any delay in issuing this order does not extend the termination date.

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:**
 - \$6,930.12 if the payment is made on or before December 31, 2025. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,825.12 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 \$4,081.37. 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 \$62.30 per day for the use of the unit starting December 17, 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 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 22, 2026
Date Issued

Sheena Brar
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	\$8,639.12
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,825.12

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

Rent Owing to Hearing Date	\$5,845.92
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,895.00
Less the amount of the interest on the last month's rent deposit	- \$55.55
Total amount owing to the Landlord	\$4,081.37
Plus, daily compensation owing for each day of occupation starting December 17, 2025	\$62.30 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	