



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-091832-25

In the matter of: SECOND FLOOR, 12984 HIGHWAY 27
NOBLETON ON L0G 1N0

Between: Umar Hayat Malik Landlord

and

Mario Bodi
Edit Petrovics Tenants

Umar Hayat Malik (the 'Landlord') applied for an order to terminate the tenancy and evict Mario Bodi and Edit Petrovics (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 15, 2026.

The Landlord, the Landlord's support persons Iram Malik, Ismail Malik and Ibrahim Malik and the Tenant Mario Bodi attended the hearing.

Determinations:

1. The Tenants' request for an adjournment was denied.
2. The Tenant Mario Bodi joined the virtual hearing and advised the moderator that he required an adjournment because his sister had been in a car accident. He did not pursue that point in his request to for an adjournment at the start of his hearing. Instead, he submitted that the Tenants required an adjournment to hire a lawyer. He did not know why the other Tenant Edit Petrovics had not joined the hearing.
3. The Landlord opposed the request pointing out that the Tenants have had notice of this hearing for months and that the substantial arrears of rent have accumulated unabated since May 2024.
4. The Board's Interpretation Guideline 1 *Adjourning and Rescheduling Hearings* dated December 1, 2020 explains that

Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain

counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.

5. This Guideline is not a binding statement of the law but I accept it as the correct approach to the discretion contained in section 21 of the *Statutory Powers Procedures Act*.
6. The Tenants advised they have not yet retained representation because they haven't got the money. They did not explain how an adjournment would help overcome that impediment. The means of enlisting legal representation, including assistance from legal aid and not-for-profit organizations is detailed in the Notice of Hearing that was sent to the Tenants in November 2025. Recognizing that parties are entitled to be assisted by counsel of their choice and also recognizing that this right is not absolute, I denied the adjournment because the Tenants evidence and submissions revealed that they had not been diligent in pursuing that right.
7. On considering the evidence and submissions of the parties and the factors identified in Rule 21.8 of the Board's *Rules of Procedure*, I announced my decision that I was not satisfied an adjournment was required to permit an adequate hearing to be held whereupon Mr. Brodi left the hearing and did not return. Accordingly, the merits of the hearing were decided based on the Landlord's uncontested evidence.
8. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
9. During their request for an adjournment, the Tenants submitted that they had vacated the rental unit but acknowledged that they had not returned their keys and that their belongings are still there. They did not attend the hearing to supply any further details or to be cross-examined. I find therefore that the evidence presented shows on a balance of probabilities that as the hearing date, the Tenants were still in possession of the rental unit.
10. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
12. The Tenants have not made any payments since the application was filed.
13. The rent arrears owing to January 31, 2026 are \$15,900.00.
14. The Tenants did not participate in the hearing to describe their circumstances and the Landlord was not aware of any. 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.
15. When making their request for an adjournment, the Tenants made vague passing reference to rats but did not attend the hearing to supply any details. Therefore I find there

is insufficient evidence to demonstrate that the Landlord is in serious and ongoing breach of his obligations under the Act within the meaning of subsection 83(3) of the Act.

16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$2,000.00 from the Tenants 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.
18. Interest on the rent deposit, in the amount of \$90.16 is owing to the Tenants for the period from February 1, 2024 to January 15, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenant voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$16,086.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$18,086.00 if the payment is made on or before February 6, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 6, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 6, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,982.09. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting January 16, 2026 until the date the Tenant moves out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before February 6, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before February 6, 2026, then starting February 7, 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 7, 2026.

January 26, 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 7, 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	\$15,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,086.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 6, 2026

Rent Owing To February 28, 2026	\$17,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,086.00

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

Rent Owing To Hearing Date	\$14,886.25
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$90.16
Total amount owing to the Landlord	\$12,982.09
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	