



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

File Number: LTB-L-092817-25

In the matter of: Unit # 2, 2759 Kingston Road
Scarborough ON M1M1M8

Between: Aroma II Inc Landlord

And

Joseph Kenneth Perkin Tenant

Aroma II Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph Kenneth Perkin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 19, 2026.

The Landlord's Agent, Abid Choudhury 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 \$600.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The Tenant asserts that the rent was withdrawn and paid in cash. The Tenant provided into evidence his bank statements for October 2025 and December 2025. The Tenant testified that he made a cash withdrawal of \$915.00 on October 31, 2025 and a withdrawal of \$986.00 on December 22, 2025 which he use to pay the rent. However, the description of the charge on the Tenant's bank records appears to be for a "preauthorized debit" charge rather than a withdrawal from the account as the Tenant alleges. There was no evidence that the preauthorized debit charges were to the Landlord and no receipt for proof of payment to the Landlord entered into evidence.

7. While the Landlord bears the burden of establishing rent arrears in an application such as this, the Tenant typically bears the burden of establishing that a particular payment or payments were made once the Landlord has given some credible evidence that there are arrears owing: see *Muati v. Gibbs*, 2019 ONSC 3355 (Div. Ct.). I was satisfied by the Landlord evidence which I found credible about the arrears of rent. I was not satisfied based on the Tenant's evidence that the Tenant has established that he has made the payments he alleges.
8. The rent arrears owing to January 31, 2026 are \$3,650.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. 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 it would not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act.
12. The Tenant also testified that he has been approved for financial assistance through the Housing Stabilization Fund which will provide him with \$1,500.00 towards the arrears. The Tenant sought a payment plan requiring the Tenant to pay an additional \$200.00 per month towards the remaining balance of the arrears. However, as the Tenant has not made any payments towards the rent in the last 6 months, I was not satisfied that the repayment plan proposed is viable. As a result, I find that it would be unfair to grant relief from eviction in the form of a payment plan.
13. With regards to whether to postpone eviction, the Tenant sought 90 days to move out of the rental unit and find alternative accommodations. While I was not satisfied that a delay of 90 days is fair in the circumstances, I find that it would not be unfair to postpone eviction to February 28, 2026.

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:**
 - \$3,836.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$4,436.00 if the payment is made on or before February 28, 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 February 28, 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 February 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,610.87. 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 \$19.73 per day for the use of the unit starting January 20, 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 February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

January 29, 2026

Date Issued

Christopher Lin

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 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	\$3,650.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$3,836.00

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	\$4,250.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,436.00

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

Rent Owing To Hearing Date	\$3,424.87
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$3,610.87
Plus daily compensation owing for each day of occupation starting January 20, 2026	\$19.73 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	