



Order under Section 69 Residential Tenancies Act, 2006

Citation: GIRGIS v KYDD, 2026 ONLTB 8476

Date: 2026-01-30

File Number: LTB-L-080599-25

In the matter of: 26 MONTPELIER STREET
Brampton ON L6Y6A6

Between: HANY GIRGIS Landlords
MAHA GIRGIS

And

JAMIE KYDD Tenant

HANY GIRGIS and MAHA GIRGIS (the 'Landlords') applied for an order to terminate the tenancy and evict JAMIE KYDD (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 Landlords, the Landlords' Legal Representative, Christopher Williams, and the Tenant attended the hearing.

Determinations:

1. The Landlords 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 \$3,446.05. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$113.29. This amount is calculated as follows: \$3,446.05 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 January 31, 2026 are \$17,230.25.

7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$3,200.00 from the Tenant and this deposit is still being held by the Landlords. 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 \$281.16 is owing to the Tenant for the period from January 1, 2021 to January 15, 2026.

Relief from Eviction:

10. 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.
11. The Tenant lives in the unit with their 7-year-old daughter for which they have sole custody.
12. The Tenant testified they are self-employed and have been facing considerable financial difficulties. The Tenant further testified that they will be receiving financial assistance from their family and should be able to pay all the arrears owing by February 20, 2026. However, the Tenant did not submit any supporting documentation or family as witnesses to substantiate that claim.
13. The Landlords testified that the Tenant has not made any payments towards either the rent or arrears in five months. The Landlords have been dealing with the Tenant's late and non-payment of the rent for years now and are suffering their own financial hardship as a result. They are having difficulty paying their property taxes and mortgage and are struggling to support their family. The Landlords consequently requested a standard eviction order.
14. Having considered the parties' evidence and submissions, particularly the Tenant's financial situation and lack of good faith payments, I do not find a conditional order appropriate in the circumstances. I have also considered the Tenant's family circumstances for the possibility of postponing the eviction but find that to extend the termination date of the tenancy would increase the prejudice to the Landlords given the lack of good faith payments, the mounting arrears, and impending rent for February 2026. There was also no supporting evidence to substantiate that the Tenant will be receiving the necessary financial aid from their family in time to void the arrears by February 20, 2026. Therefore, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:

- \$17,416.25 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$20,862.30 if the payment is made on or before February 10, 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 10, 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 10, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,188.39. 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 Landlords owe 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 Landlords compensation of \$113.29 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 Tenant does not pay the Landlords the full amount owing on or before February 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 10, 2026, then starting February 11, 2026, the Landlords 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 Landlords on or after February 11, 2026.

January 30, 2026
Date Issued

Fotoula Hatzantonis
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 11, 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	\$17,230.25
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,416.25

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 10, 2026

Rent Owing To February 28, 2026	\$20,676.30
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,862.30

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

Rent Owing To Hearing Date	\$15,483.55
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,200.00
Less the amount of the interest on the last month's rent deposit	- \$281.16
Total amount owing to the Landlords	\$12,188.39
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$113.29 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	