



Order under Section 69 Residential Tenancies Act, 2006

Citation: Elhami v Holmes, 2026 ONLTB 8509

Date: 2026-01-27

File Number: LTB-L-081713-25

In the matter of: Main Level, 461 BLOOR ST E
OSHAWA ON L1H3M9

Between: Frank Elhami Landlord

And

Reginald David Holmes Tenant

Frank Elhami (the 'Landlord') applied for an order to terminate the tenancy and evict Reginald David Holmes (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 9, 2025.

The Landlord and the Tenant attended the hearing. The Tenant spoke with Tenant Duty Counsel prior to 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 \$2,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 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 \$27,300.00.
7. The Tenant disputed the arrears owed on the basis of some work the Tenant claims he performed for the Landlord but was never compensated for. No documentary evidence was presented in support of this assertion. In any event, this testimony speaks to a

possible commercial relationship between the parties and the Board does not have jurisdiction with respect to such a relationship. The Board only has jurisdiction over the Landlord-Tenant aspects of the relationship between the parties and any commercial arrangements are largely irrelevant to the question of the amount of rent owing.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,300.00 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.
10. Interest on the rent deposit, in the amount of \$77.35 is owing to the Tenant for the period from August 6, 2024 to December 9, 2025.
11. 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.
12. The Tenant testified that he resides in the rental unit with his wife and twelve-year-old child.
13. The Tenant has not made any rent payments to the Landlord since this application was filed and based on his testimony at the hearing, he appears to be of the view that he does not need to because of the issues discussed above with respect to a commercial relationship between the parties. This is incorrect. I have found that, on a balance of probabilities, the Tenant owes the arrears to the Landlord and these must be paid in accordance with the order below to continue the tenancy.

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:**
 - \$29,786.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$32,086.00 if the payment is made on or before February 7, 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 7, 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 7, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$23,489.23. 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 \$75.62 per day for the use of the unit starting December 10, 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 February 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 7, 2026, then starting February 8, 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 8, 2026.

January 27, 2026
Date Issued

Jeremy Henderson
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 8, 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	\$29,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$29,786.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 7, 2026

Rent Owing To February 28, 2026	\$31,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$32,086.00

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

Rent Owing To Hearing Date	\$25,680.58
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$77.35
Total amount owing to the Landlord	\$23,489.23
Plus daily compensation owing for each day of occupation starting December 10, 2025	\$75.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	