



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

File Number: LTB-L-092992-25

In the matter of: 2, 3 Marvin Avenue
OAKVILLE ON L6H0Z6

Between: 1000035851 Ontario Inc Landlord

And

Errol Walker Tenant

1000035851 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Errol Walker (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 20, 2026.

The Landlord's Agents, Srikanth Nalam and Naveena Gojja, 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 \$3,499.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$115.04. This amount is calculated as follows: \$3,499.00 x 12, divided by 365 days.
5. The Tenant has paid \$7,000.00 since the application was filed.
6. The parties agree that the rent arrears owing to January 31, 2026 are \$6,988.00.
7. The Landlord is entitled to \$0.00 to reimburse the Landlord for administration charges and \$5.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.

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 \$3,499.00 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 \$53.55 is owing to the Tenants for the period from April 29, 2025, to January 20, 2026.
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 15, 2026, pursuant to subsection 83(1)(b) of the Act.
12. The Tenant testified that he was dealing with health issues and was hospitalised. The Tenant was also scammed by his partner during the same time period when his brother passed away. The Tenant is looking for a job currently and is hopeful he can clear off the arrears by February end and continue with the tenancy.
13. The Landlord's Agent testified that the Landlord is facing a lot of financial stress due to the Tenant's lack of rent payments and cooperation with the sale of the house. The Landlord's mortgage renewal was also rejected due to rent arrears.
14. I do not find the tenancy is viable under the current circumstances. The Tenant is still looking for a job and does not have a means to support his expenses. Considering the Tenant's personal circumstances, I am delaying the eviction to February 15, 2026, to give the Tenant an opportunity to find alternate accommodation or resources to pay off the arrears.

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:**
 - \$7,177.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$10,676.00 if the payment is made on or before February 15, 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 15, 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 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,426.25. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$115.04 per day for the use of the unit starting January 21, 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 15, 2026, then starting February 16, 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 16, 2026.

January 26, 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 16, 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	\$13,986.00
Application Filing Fee	\$186.00
NSF Charges	\$5.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,000.00
Total the Tenant must pay to continue the tenancy	\$7,177.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 15, 2026

Rent Owing To February 28, 2026	\$17,485.00
Application Filing Fee	\$186.00
NSF Charges	\$5.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,000.00
Total the Tenant must pay to continue the tenancy	\$10,676.00

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

Rent Owing To Hearing Date	\$12,787.80
Application Filing Fee	\$186.00
NSF Charges	\$5.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,000.00
Less the amount of the last month's rent deposit	- \$3,499.00
Less the amount of the interest on the last month's rent deposit	- \$53.55
Total amount owing to the Landlord	\$2,426.25
Plus daily compensation owing for each day of occupation starting January 21, 2026	\$115.04 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	