



Order under Section 69 Residential Tenancies Act, 2006

Citation: WJ Properties v Milton, 2026 ONLTB 8770

Date: 2026-01-29

File Number: LTB-L-088987-25

In the matter of: 310, 2560 KINGSTON RD.
SCARBOROUGH ON M1M1L8

Between: WJ Properties Landlord

And

Shawkat Milton Tenants
Bethe Shanaz

WJ Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Shawkat Milton and Bethe Shanaz (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 22, 2026.

The Landlord's representative, Emily Barbati, and the Tenant, Shawkat Milton, attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,202.52. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.41. This amount is calculated as follows: $\$2,202.52 \times 12$, divided by 365 days.
5. The Tenants have paid \$2,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$10,730.24.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,029.71 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.
9. Interest on the rent deposit, in the amount of \$53.31 is owing to the Tenants for the period from January 1, 2025, to January 22, 2026.
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 Tenants, 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.
11. Mr. Shawkat testified that his wife – the other Tenant – has been unable to work due to a medical issue in December 2024. He also testified that he lost his main source of income in August 2025 and has only been working part-time since then, earning between \$1,600.00 to \$3,000.00 per month. He testified that he lives in the rental unit with his wife and their 26-year-old son, who does not work, and that there are no other sources of income available to the household.
12. Based on Mr. Shawkat's tenancy, the Tenant does not appear to be able to afford the rental unit. He testified that sometimes he does not earn enough money per month to pay the rent – a conditional payment plan would be unfair to the Landlord, as the evidence suggests the Tenants would not be able to meet their obligations under that plan.
13. Mr. Shawkat testified that he has contacted a rent bank organization and is otherwise looking to borrow money from friends to help with his rent. Given these efforts, I have postponed the eviction date attached to this order to February 28, 2026. This balances the Tenant's interest in having time to attempt to preserve the tenancy with the Landlord's right to timely payment of the arrears and is not unfair in all of the circumstances.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,916.24 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$13,118.76 if the payment is made on or before February 28, 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 28, 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 28, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,223.72. 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 \$72.41 per day for the use of the unit starting January 23, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 28, 2026, the Tenants 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

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 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 Tenants 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	\$12,730.24
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,000.00
Total the Tenants must pay to continue the tenancy	\$10,916.24

B. Amount the Tenants 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	\$14,932.76
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,000.00
Total the Tenants must pay to continue the tenancy	\$13,118.76

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

Rent Owing To Hearing Date	\$12,120.74
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,000.00
Less the amount of the last month's rent deposit	- \$2,029.71
Less the amount of the interest on the last month's rent deposit	- \$53.31
Total amount owing to the Landlord	\$8,223.72
Plus, daily compensation owing for each day of occupation starting January 23, 2026	\$72.41 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	