



Order under Section 69 Residential Tenancies Act, 2006

Citation: Younas v Marto, 2026 ONLTB 9480

Date: 2026-01-29

File Number: LTB-L-093000-25

In the matter of: Master Private Room in Basement, 49
PELLEGRINO RD
BRAMPTON ON L7A4V5

Between: Nadeem Younas Landlord

And

Matthew Gabriel Marto Tenant

Nadeem Younas (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew Gabriel Marto (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Landlord's legal representative, Ian Gardner, 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 \$650.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$21.37. This amount is calculated as follows: \$650.00 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 January 31, 2026 are \$3,250.00.
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 \$650.00 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.
9. Interest on the rent deposit, in the amount of \$11.11 is owing to the Tenant for the period from April 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'), and find that it would not be unfair to postpone the eviction until February 16, 2026 pursuant to subsection 83(1)(b) of the Act.
11. I say this because the Tenant is currently applying for ODSP benefits and currently in the process of interviewing for various jobs. If either of these avenues are successful, the Tenant's monthly income will increase and he should be able to afford to pay the monthly rent and pay installments towards the outstanding arrears.
12. I also note that the Landlord was agreeable to a payment plan, which suggests to me that the Landlord is agreeable to attempting to continue this tenancy, provided the Tenant is able to pay the rent and arrears. However, rather than implement the payment plan the Landlord suggested, I find that it would not be unfair to grant relief from eviction in the form of a short delay. This short delay should provide the Tenant with sufficient time to either obtain ODSP benefits or find employment. However, if the Tenant is successful with both of these endeavours, a slightly delayed eviction order will give the Landlord the option to terminate this tenancy.
13. I find that this option is fair in all of the circumstances because the Tenant lives alone in the rental unit and has only lived there since March 2025. As this is a relatively short-term tenancy, I find that it would be unfair to the Landlord to implement a payment plan that may be unsuccessful and which would then require the Landlord to file another application with the Board. Instead, if the Tenant's efforts are successful, the Landlord can simply have this order enforced with the Sheriff's office and terminate this tenancy. As such, and after considering all of the circumstances, I find that it would not be unfair to grant relief from eviction in the form of a delay of 7 days until February 16, 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:**
 - \$3,436.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$4,086.00 if the payment is made on or before February 16, 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 16, 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 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,595.03. 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 \$21.37 per day for the use of the unit starting January 23, 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 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 16, 2026, then starting February 17, 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 17, 2026.

January 29, 2026

Date Issued

Laura Hartslief

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 17, 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	\$3,250.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$3,436.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 16, 2026

Rent Owing To February 28, 2026	\$3,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,086.00

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

Rent Owing To Hearing Date	\$3,070.14
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$650.00
Less the amount of the interest on the last month's rent deposit	- \$11.11
Total amount owing to the Landlord	\$2,595.03
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$21.37 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	