



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-096380-25

In the matter of: 410, 167 MORGAN AVE
KITCHENER ON N2A2M4

Between: Centurion Property Associates Inc Landlord

And

Robert Csokas Tenant

Centurion Property Associates Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Csokas (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes.
- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on January 26, 2026.

Only the Landlord's Legal Representative Robert Rose attended the hearing.

As of 9:50 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1- Application

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 \$1,028.74. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$33.82. This amount is calculated as follows: \$1,028.74 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 \$5,855.78.
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 \$985.30 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 \$75.37 is owing to the Tenant for the period from January 1, 2023 to January 26, 2026.

L2 Application

10. N8 Notice of Termination

On November 11, 2025, the Landlord gave the Tenant an N8 notice of termination, which was deemed served on November 11, 2025, with a termination date of January 31, 2026. The notice of termination contains the following allegations:

- January 1, 2025, rent was paid on January 6, 2025
 - May 1, 2025, rent was paid on May 26, 2025
 - June 1, 2025, rent was paid on June 23, 2025
 - July 1, 2025, rent was paid on September 16, 2025
 - August 1, 2025, rent not paid in full
 - September 1, 2025, no payment was received
 - October 1, 2025, no payment was received
 - November 1, 2025, no payment was received
11. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 8 times in the past 12 months.
 12. Since the application was filed, the Tenant has failed to pay the rent on the date it was due:
 - December 1, 2025, no payment was received
 - January 1, 2026, no payment was received
 13. I am satisfied on a balance of probabilities that the Landlord has proven that the Tenant owes rent arrears and has not paid the monthly rent in full when it becomes due.
 14. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 10, 2026.
2. If the unit is not vacated on or before February 10, 2026, then starting February 11, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 11, 2026.
4. The Tenant shall pay to the Landlord \$4,831.69. 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.
5. The Tenant shall also pay the Landlord compensation of \$33.82 per day for the use of the unit starting January 27, 2026 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord 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.

January 30, 2026

Date Issued

Anthony Bruno

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	\$5,855.78
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,041.78

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	\$6,884.52
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,070.52

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

Rent Owing To Hearing Date	\$5,706.36
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$985.30
Less the amount of the interest on the last month's rent deposit	- \$75.37
Total amount owing to the Landlord	\$4,831.69
Plus daily compensation owing for each day of occupation starting January 27, 2026	\$33.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	