



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

File Number: LTB-L-089307-25

In the matter of: 1706, 15 VIKING LANE
ETOBICOKE ON M9B0A4

Between: Rayomand Golwala Landlord

And

Aliyah Widz Tenant

Rayomand Golwala (the 'Landlord') applied for an order to terminate the tenancy and evict Aliyah Widz (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 7, 2026.

The Landlord 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 \$2,400.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 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 \$12,000.00, which is not being disputed.
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 \$2,400.00 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 \$23.61 is owing to the Tenant for the period from July 21, 2025 to January 7, 2026.

Relief from Eviction

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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
11. The Landlord sought a standard voidable 11-day eviction order.
12. The Tenant sought a payment plan that would have them to pay \$300.00 per week towards the arrears and monthly rent going forward.
13. The Landlord was not agreeable to the payment plan the Tenant has offered because it will take too long to pay back the arrears and it would cause them a financial burden.
14. I have considered both parties' positions. Ultimately, the Landlord did not submit any specific and concrete evidence that they would experience undue financial prejudice if I were to order the payment plan that the Tenant was suggesting. As a result, I find that the proposed payment plan is reasonable, and it would be more prejudicial to the Tenant to lose their housing than it would be to the Landlord to receive the payments in installments. Any prejudice the Landlord may experience is mitigated by the inclusion of a section 78 clause, which will allow the Landlord to apply to the Board for eviction without notice to the Tenant if there is a breach.

It is ordered that:

1. The Tenant shall pay to the Landlord \$12,186.00 for arrears of rent up to January 31, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$1,200.00 monthly payment on or before the 20th day of each month starting February 20, 2026, until November 20, 2026
 - b) A final payment of 186.00 on or before December 20, 2026
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period of February 1, 2026 to December 1, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the

Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

January 29, 2026
Date Issued

Samantha Greaves
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 10, 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	\$12,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 9, 2026

Rent Owing To February 28, 2026	\$14,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,586.00

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

Rent Owing To Hearing Date	\$10,152.30
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$23.61
Total amount owing to the Landlord	\$7,914.69
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$78.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	