



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sirghii v KHURSIGARA, 2026 ONLTB 10631

Date: 2026-01-30

File Number: LTB-L-098460-25

In the matter of: 350 OAKWOOD DR
BURLINGTON ON L7N1X2

Between: Oleg Sirghii Landlord

And

ZAHAN K KHURSIGARA Tenants
MAYLE MORALES ALMEIDA

Oleg Sirghii (the 'Landlord') applied for an order to terminate the tenancy and evict ZAHAN K KHURSIGARA and MAYLE MORALES ALMEIDA (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 27, 2026 at 9:49 a.m.

The Landlord Oleg Sirghii and the Tenants Zahan Khursigara and Mayle Almeida attended the hearing. Kseniya Alexeev also attended the hearing to support the Landlord.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 \$4,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$138.08. This amount is calculated as follows: \$4,200.00 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 \$25,200.00.
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 \$4,200.00 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 \$177.73 is owing to the Tenant for the period from April 2, 2024 to January 27, 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 postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of *the Act*.
11. The Tenant, Mr. Khursigara, testified the Tenant is self-employed and accumulated arrears as he had no income during a period where the Tenant's company experienced a bankruptcy. The Tenant further testified that finding a new unit that is both affordable and suitable for his family, including the Tenant's 13 and 14-year-old children, in the community would be challenging given the current rental market conditions. For these reasons, the Tenant requested that should an eviction be granted, the Board delay the eviction up to 60 days.
12. The Landlord submitted that any payment plan was inappropriate, as since the application the Tenant has made no payments towards the arrears since the application was filed. The Landlord further submitted that any delay would only further prejudice the Landlord as the arrears were significant.
13. After considering all the circumstances, I find that it would not be unfair to postpone the eviction until February 28, 2026. I am not persuaded the Tenant would be able to commit to a payment plan, as by his own testimony his average monthly household income of approximately \$5,500.00 only narrowly exceeds his average monthly household expenses including the monthly rent, and in this case the Tenant led no documentary evidence to support his testimony regarding either his income or expenses. This lack of corroborating evidence informs my decision that a payment plan is not realistic in the circumstances. Nevertheless, I find the delay will afford the Tenant with additional time to complete a housing search for an affordable and suitable unit for the Tenant's family in the community which is appropriate given the Tenant's circumstances, without significantly prejudicing the Landlord.

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:**

- \$25,386.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$29,586.00 if the payment is made on or before February 28, 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 28, 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 10, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$20,536.43. 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 \$138.08 per day for the use of the unit starting January 28, 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 28, 2026, the Tenant 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 30, 2026
Date Issued

Greg Witt
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 28, 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	\$25,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$25,386.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$29,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$29,586.00

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

Rent Owing To Hearing Date	\$24,728.16
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$4,200.00
Less the amount of the interest on the last month's rent deposit	- \$177.73
Total amount owing to the Landlord	\$20,536.43
Plus daily compensation owing for each day of occupation starting January 28, 2026	\$138.08 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	