



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-090848-25

In the matter of: 306, 3700 KEELE ST
NORTH YORK ON M3J1M4

Between: Hazelview Property Services Inc Landlord

And

Juliet Irmya Tenant

Hazelview Property Services Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Juliet Irmya (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's Legal Representative Peter Lopez and the Tenant's Agent Daniel Irmya attended the hearing.

Determinations:

The Tenant's Agent Daniel Irmya

1. At the outset of the hearing the Tenant conformed that she wished to have her brother Daniel Irmya represent her during the proceeding.

The Adjournment Request

2. At the outset of the hearing the Tenant's Agent requested an adjournment.
3. While the testimony of the Tenant's Agent was at times digressive, it is my understanding that the Agent seeks an adjournment on the basis that he did not receive an updated statement from the Landlord, his sister intends to raise issues under Section 82 of the Act, and provide proof of additional payments, and because his mother has recently passed away and his sister has experienced health issues which require her hospitalization. The primary reason for the Agent's adjournment request appears to be so that he can have additional time (two months) to ensure that his sisters pension entitlement is increased.
4. I am not satisfied that an adjournment is appropriate.
5. Interpretation Guideline 1 States:

Parties are expected to make any necessary arrangement to proceed with a case management or merits hearing on the date set out in the Notice of Hearing. The granting of adjournments is at the discretion of the Member hearing the application or the Hearing Office conducting the case management. Pursuant to s. 21 of the *SPPA*, an adjournment will only be granted by the Board if it is required to permit an adequate hearing to be held.

Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.

The specific factors the Member may consider in deciding whether to grant an adjournment include:

1. the reason for the adjournment and position of the parties;
 2. the issues in the application;
 3. any prejudice that may result from granting or denying the request;
 4. the history of the proceeding including other adjournments or rescheduling;
 5. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
6. While this guideline is not binding on me, I find no reason to deviate from it here. The Boards records indicate that the Notice of Hearing was mailed to the Tenant on December 22, 2025. Therefore, I am satisfied that the Tenant has had adequate notice of this proceeding and adequate time to prepare their submissions and prepare and file evidence. I note that the Tenant has not uploaded to the portal or served on the Landlord any documentation which would suggest that they have been experiencing health issues, had made additional payments, or intend to raise issue under Section 82 of the Act.
 7. I also note that the Agent's adjournment request appears to be predicated on a desire for a delay of 2 months to allow them additional time to increase the pension payments received by the Tenant and note that delay can be canvassed during the proceeding under Section 83 of the Act, which represents a more expeditious use of the Boards time than a 2-month adjournment.
 8. Therefore, I am satisfied that the Tenant has had adequate time to prepare for this proceeding, and I am not satisfied that the Agent has demonstrated that exceptional circumstances exist which warrant an adjournment.
 9. Therefore, the Tenant's request for an adjournment was denied.

The L1

10. 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.

11. As of the hearing date, the Tenant was still in possession of the rental unit.
12. The lawful rent is \$1,273.97. It is due on the 1st day of each month.
13. Based on the Monthly rent, the daily rent/compensation is \$41.88. This amount is calculated as follows: $\$1,273.97 \times 12$, divided by 365 days.
14. The Tenant has paid \$2,485.80 to the Landlord since the application was filed.
15. The rent arrears owing to January 31, 2026 are \$3,884.05. At the hearing the Tenant's Agent disputed the quantum of arrears owing. He testified that an additional payment of \$2560.22 was made to the Landlord on August 18, 2025, and the Tenant had also paid the lawful monthly rent for both December 2025 and January 2026. The Landlord's Application was filed on October 30, 2025, and seeks arrears from September 2025. The N4 was served on the Tenant on September 8, 2025 and seeks only on month arrears for the month of September 2025. Therefore, I am satisfied that the payment in August 2024 has been accounted for by the Landlord and is not sought as part of this Application. I also note that the Landlord's update sheet clearly reflects that the Tenant paid rent in both December 2025 and January 2026, and those amounts are not included in the arrear's calculation.
16. As all of the additional payments claimed by the Tenant's Agent have been accounted for the Landlord, and the Tenant has provided no documentation or proof of payment in support of these, or any additional payments I am satisfied that the rent arrears owing to January 31, 2026 are \$3,884.05.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$1,275.30 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.
19. Interest on the rent deposit, in the amount of \$1.61 is owing to the Tenant for the period from January 1, 2026 to January 22, 2026.
20. At the hearing the Landlord sought a standard order and the Tenant's Agent a delay of two months. He testified that his sister has not been receiving her full pension entitlement and is only receiving approximately \$770 of the \$2000.00 she is entitled to receive. He testified that he has been speaking with her manager and has attended the office several times and requires additional time to remedy the issue.
21. He also testified that the rent bank would pay the remainder of the arrears. The Agent testified that the residential complex has not been well maintained and has several maintenance issues, including being full of pests. He also disputed that the Landlord had attempted to negotiate a payment plan.

22. The Agent also testified that his sister is a person with disability and reference mental disability, semi-blindness, and prior heart attacks. The Tenant's Agent gave the impression that the Tenant may have additional disabilities or special needs, but refused to elaborate, seemingly taking the position that a single disability was enough to warrant a two-month delay.
23. The Tenant's Agent also made frequent references to his own legal connections, personal success, Nuremberg, and instances of prior judicial misconduct within Canada. None of these arguments is supported by any known relevant law applicable to this proceeding.
24. 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. I While the Tenant's Agent was at time reluctant expand on this issue, I am prepared to accept that the Tenant is a person with complex personal needs, living with a variety of disabilities and health challenges. I also note that this is a tenancy of significant length, and the Agent disputes any attempt to negotiate payment plan. I accept that these factors all support a delay. While the agent's testimony was at times unclear, and he provided no supporting documents, I am also prepared to accept that he is making efforts to increase the Tenant's pension entitlements. Therefore, in consideration of all the circumstances, and the fact that the Landlord is holding a last month rent deposit I find that a delay to February 28, 2026 is appropriate to allow the Tenant and her agent additional time to void the order, or secure alternate accommodation. However, I find that a delay beyond February 28, 2026 would be unduly prejudicial to the Landlord and note that while payments have been made the arrears have increased since the Application was filed.

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:**
 - \$4,070.05 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$5,344.02 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 28, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,440.53. 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 \$41.88 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 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.

February 05, 2026
Date Issued

Reid Jackson
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 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	\$6,369.85
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,485.80
Total the Tenant must pay to continue the tenancy	\$4,070.05

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	\$7,643.82
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,485.80
Total the Tenant must pay to continue the tenancy	\$5,344.02

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

Rent Owing To Hearing Date	\$6,017.24
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,485.80
Less the amount of the last month's rent deposit	- \$1,275.30
Less the amount of the interest on the last month's rent deposit	- \$1.61
Total amount owing to the Landlord	\$2,440.53
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$41.88 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

