



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

File Number: LTB-L-097284-25

In the matter of: 2505, 126 SIMCOE ST
TORONTO ON M5H 4E6

Between: Lauren Mazur Landlord

and

Irwin Redman Tenants
Kadesha Lovell

Lauren Mazur (the 'Landlord') applied for an order to terminate the tenancy and evict Irwin Redman and Kadesha Lovell (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 28, 2026.

The Landlord and her support person, Michael Black, together with the Tenants attended the hearing.

Determinations:

Preliminary issues

1. The Tenant, Irwin Redman, testified on behalf of the Tenants. He intended to raise maintenance issues at the hearing.
2. Rule 19.4 of the Board's Rules of Procedure provides that a Tenant who wishes to raise s.82 issues at a hearing must serve the Landlord and file with the Board a list of their issues as well as their supporting evidence at least seven days before the hearing. Further, rule 19.5 provides that a Tenant who fails to comply with s.19.4 shall not be permitted to raise these issues at the hearing unless the Board is satisfied that they could not comply.
3. In this case, the Tenants did not comply with the requirements set out in the Act and the Board's rules. The Tenant stated that they did not submit their maintenance issues to the Board and to the Landlord in advance of this hearing because they were unaware of the Board's procedures. I informed the Tenants that they can file a separate application to the Board regarding the maintenance issues.

4. I find that the Tenant had advance notice of this hearing and ample opportunity to raise section 82 issues, but they did not. For this reason, I did not hear any evidence or submission with respect to the Tenant's s.82 issues.
5. The Tenants also raised an issue regarding the service of the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant testified that the N4 Notice was not handed to them on October 22, 2025, but left on their kitchen island by the Landlord's support person Michael Black. The Tenant argued that I should find the service to be invalid because he indicated it was not in accordance with the Board's Rules of Procedure. He also submitted that Michael Black interfered with the Tenants' rights by entering the unit without notice to the Tenants and leaving the notice on the island.
6. Michael Black testified that the door was open, and he was allowed in the property when he left the notice on the island.
7. Although I acknowledge the Tenant's objection regarding the service he also testified that the N4 Notice came to their attention at least 14 days before the termination date set out in the N4 Notice. Subsection 191(2) of the *Residential Tenancies Act, 2006* (the 'Act'), provides:

(2) A notice or document that is not given in accordance with this section shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period.

8. In this case, I find that the N4 Notice came to the attention of the Tenant within the required period.
9. The Tenants also objected to the fact that Michael Black was at the hearing assisting the Landlord because he was not a legal representative.
10. Michael Black testified that he is not a licensed legal representative but was in attendance to testify as a witness and to assist the Landlord. The Landlord testified that she requires Michael Black assistance in the hearing. Given the submission, I proceeded with the hearing because the Landlord was in attendance and participated. Mr. Black was permitted to testify as a witness and to assist the Landlord but not act as a legal representative.

Rental Arrears

11. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
12. As of the hearing date, the Tenants were still in possession of the rental unit.
13. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
14. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.

15. It is not in dispute that there is no last month's rent deposit, and that the Tenants have not made any payments since the application was filed. The rent arrears owing to January 31, 2026, are \$30,000.00.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant 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.
18. In this case, the parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order. The Landlord objected to further delay or a payment plan. The Landlord testified that they have ongoing costs associated with the rental unit which must be paid.
19. The Tenants' expenses exceed their income. The Tenant also testified that he had no intention of paying any rent because of the maintenance issues. The evidence establishes that the Tenants are unable to afford the current rent, the arrears have accumulated to \$30,000.00. I find that the tenancy is not viable.
20. The Tenants have 5 children who are minors and the Tenant, Kadesha Lovell is expecting another child. Considering the Tenants' personal circumstances, I find that a short postponement is reasonable to allow the Tenants an opportunity to preserve their tenancy, or if necessary, secure alternative accommodation.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the Board in trust:**
 - \$33,186.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the Board to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 28, 2026.**

5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$29,947.64. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$98.63 per day for the use of the unit starting January 29, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 28, 2026, the Tenants 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 3, 2026
Date Issued

Adeela Alvez
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 Tenants 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	\$33,000.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$33,186.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing to Hearing Date	\$29,761.64
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$29,947.64
Plus, daily compensation owing for each day of occupation starting January 29, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	