



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

File Number: LTB-L-090677-25

In the matter of: 295 OLD WESTON RD
YORK ON M6N3A7

Between: Strive Capital Corporation c/o Gowling WLG Landlord
LLP

And

Raquil Jay Fostr Tenant

Strive Capital Corporation c/o Gowling WLG LLP (the 'Landlord') applied for an order to terminate the tenancy and evict Raquil Jay Fostr (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 20, 2026.

The Landlord's Representative Jeffrey Kukla and the Tenant attended the hearing.

Preliminary Issue:

1. At the hearing, the Tenant wanted to raise issues under section 82 of the Residential Tenancies Act, 2006 (Act) for me to consider. The Tenant had filed a list of section 82 issues with the Board 1 day prior to the hearing.

Pursuant to section 82 of the Act, a Tenant is permitted to raise any issue that could be the subject of an application if the Tenant complies with disclosure requirements or provides an explanation satisfactory to the Board explaining why the Tenant could not comply. Section 82(2) of the Act requires a Tenant to give advance notice to the Landlords of the Tenant's intent to raise the issue at the hearing and this notice shall be in writing. Pursuant to Board Rule of Procedure 19.4, the Tenant must provide the list of s.82 issues and the supporting evidence to the Landlords and the Board at least 7 days before the hearing.

The notice of hearing that the Tenant received for this hearing is accompanied by documents, one of which includes a blank form that the Tenants could have completed to disclose any Tenant issues. The Tenant therefore were made aware of the section 82 disclosure requirements and did not offer a satisfactory reason for not complying with them.

As such, I make no determination regarding the section 82 issues. However, it should be noted that this does not preclude the Tenant from bring his own application regarding any issues the Tenant wishes to raise.

Determinations:

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,389.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$45.67. This amount is calculated as follows: \$1,389.00 x 12, divided by 365 days.
6. The Tenant has paid \$3,937.00 to the Landlord since the application was filed.
7. The rent arrears owing to January 31, 2026, are \$3,997.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The Landlord is seeking a standard order terminating the tenancy, with an eviction date 11 days from the date of this order.
11. The Tenant requested an extended termination date as he is having issues finding alternative housing. He testified that he is on disability and has mobility issues and is seeking the extra time so he does not end up homeless.
12. 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 March 31, 2026 pursuant to subsection 83(1)(b) of the Act. This will provide the Tenant with additional time to find alternative housing.

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:**
 - \$5,572.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$6,961.00 if the payment is made on or before March 31, 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 March 31, 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 March 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,707.40. 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 Tenant shall also pay the Landlord compensation of \$45.67 per day for the use of the unit starting January 21, 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 March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.

February 5, 2026

Date Issued

Brenda Mercer

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 October 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 February 28, 2026

Rent Owing To February 28, 2026	\$9,323.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,937.00
Total the Tenant must pay to continue the tenancy	\$5,572.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$10,712.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,937.00
Total the Tenant must pay to continue the tenancy	\$6,961.00

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

Rent Owing To Hearing Date	\$7,458.40
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,937.00
Total amount owing to the Landlord	\$3,707.40
Plus daily compensation owing for each day of occupation starting January 21, 2026	\$45.67 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	