



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-084727-25

In the matter of: BASEMENT, 123 SCOTT ST
WHITBY ON L1N3L2

Between: Nidal Dleikan Landlords
Nader Kabboul

And

Ronald Levesque Jr. Tenants
Sarah Vahey

Nidal Dleikan and Nader Kabboul (the 'Landlords') applied for an order to terminate the tenancy and evict Ronald Levesque Jr. and Sarah Vahey (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on December 22, 2025.

The Landlords, the Landlords' Legal Representative, T. Sivapatham, and the Tenants attended the hearing.

Determinations:

1. The Landlords 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025, are \$13,200.00.
7. The Tenants do not agree with the rent arrears as the Landlords told them in March 2025 that they did not need to pay rent as the Landlords were selling the residential complex.

The Tenants were served an N12 notice as well. The evidence the Tenants sent does not include any evidence related to the Landlords waiving one month's rent or serving an N12 notice.

8. The Landlords denied the Tenants' assertions. The Landlords claim that they had a conversation with the Tenants about their intention to sell and never promised to waive rent. The Tenants have not paid rent since April 2025.
9. I am not convinced that there was a promise to waive rent starting March 2025. The Tenants did not provide any evidence of their claims. In the absence of proof or agreement, I find that the Landlords' account of arrears to be accurate.
10. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlords collected a rent deposit of \$1,500.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
12. Interest on the rent deposit, in the amount of \$74.69 is owing to the Tenants for the period from December 26, 2023, to December 22, 2025.
13. 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 Landlords attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. The Tenant Sarah Vahey ('SV') testified that the Tenants agree they owe money, and they fell into arrears because they have been through some difficult times. Her partner met with an accident in December 2023, which started the rent arrears. Subsequently in early 2025, SV also lost her job and finally found a job after months of searching. SV is on leave of absence at the new job, and she testified that she would be getting Employment Insurance (EI) soon in the amount of \$950.00 bi-weekly. The other named Tenant also started working after the accident but due to his work being seasonal, he is also going back on EI. While they were both working, they used their income to pay off other debts they had accrued. The Tenants are requesting a payment plan as they have paid off all their other debts and would like to stay at the rental unit. The payment plan would start from February 15, 2026, in the amount of \$400.00 a month depending on their income.
15. The Landlords oppose a payment plan as the Tenants have not made any rent payment since April 2025 and has brought no proof of income or EI being approved. The Tenants chose to pay other debtors rather than any good faith payments towards rent since April 2025.
16. I am not satisfied on a balance of probabilities that the tenancy is viable. The Tenants do not have stable income and have made no good faith payments for nine months. The Tenants brought no evidence to support their claims about future sources of income, and I find them to be speculative. In the circumstance I am satisfied that it would be unfair to delay eviction further than what has been granted due to the delay in issuing this order.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$16,386.00 if the payment is made on or before February 15, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB 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 15, 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 15, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$11,396.35. 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 Landlords owe on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$49.32 per day for the use of the unit starting December 23, 2025 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before February 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 16, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 15, 2026, then starting February 16, 2026, the Landlords 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 Landlords on or after February 16, 2026.

February 4, 2026
Date Issued

Sheena Brar
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 9, 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 15, 2026

Rent Owing To February 28, 2026	\$16,200.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$16,386.00

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

Rent Owing To Hearing Date	\$12,785.04
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,500.00
Less the amount of the interest on the last month's rent deposit	- \$74.69
Total amount owing to the Landlords	\$11,396.35
Plus daily compensation owing for each day of occupation starting December 23, 2025	\$49.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	