



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-093484-25

In the matter of: 1002, 44 Valley Woods Road
Toronto ON M3A2R6

Between:	Top of the Valley Apartments	Landlord
	and	
	Stella Namuyige Stephen Paul-Michael	Tenants

Top of the Valley Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Stella Namuyige and Stephen Paul-Michael (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 21, 2026.

The Landlord's Legal Representative, Sean Beard, and the Tenant, Stephen Paul-Michael ('SP'), on behalf of both Tenants, attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,101.25. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.08. This amount is calculated as follows: \$2,101.25 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 January 31, 2026 are \$8,405.00.
7. SP did not dispute the amount of rent arrears. Rather, SP disputes that he should be required to reimburse the Landlord for their costs for filing the application.
8. SP testified that the reason he is in arrears is because he had set up pre-authorized withdrawals with the Landlord, but the withdrawals were not completed as they were

supposed to be. Greenwin is the property manager responsible for the building. He testified that he has gone down to Greenwin's office on numerous occasions for direction on how he can pay but they never have an answer for him and just continually tell him that the documents and notices are from head office, not them. He testified that at one point he even went to Greenwin's head office, but he was told that it is not a place for tenants.

9. The Landlord's Legal Representative submits that the Tenants should be required to pay the filing fee as this is not the Tenants' first time before the Board for arrears for this tenancy. He submits that at the prior hearing, Greenwin allowed the Tenants for one time only to make a payment to them through his banking app.
10. Typically, the successful party is entitled to reimbursement for the cost of filing the application. However, considering the circumstances, I find that it would be unfair to require the Tenants to reimburse the Landlord for the filing fee. The Tenants made reasonable efforts to pay the arrears prior to the application being filed and the reason the Tenant got into arrears was due to issues with the Landlord's own payment system, which they have repeatedly requested the Tenants use to make their payments. This evidence was not challenged by the Landlord. Therefore, I accept SP's evidence that his attempts to pay the rent were frustrated by the Landlord and Greenwin. For these reasons, the Tenants will not be ordered to reimburse the Landlord for the \$186.00 filing fee.
11. The Landlord collected a rent deposit of \$2,050.00 from the Tenants 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.
12. Interest on the rent deposit, in the amount of \$2.48 is owing to the Tenants for the period from January 1, 2026 to January 21, 2026.
13. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The TT is not seeking any delay or conditional order and states that he will have the payment made within 2 days of the hearing. He was not opposed to a standard order.

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:**
 - \$10,506.25 if the payment is made on or before February 21, 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 21, 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 21, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,701.95. This amount includes rent arrears owing up to the date of the hearing. 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 \$69.08 per day for the use of the unit starting January 22, 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 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 22, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 21, 2026, then starting February 22, 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 February 22, 2026.

February 10, 2026
Date Issued

Candace Aboussafy
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 22, 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 21, 2026

Rent Owing to February 28, 2026	\$10,506.25
Total the Tenant must pay to continue the tenancy	\$10,506.25

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

Rent Owing to Hearing Date	\$7,754.43
Less the amount of the last month's rent deposit	- \$2,050.00
Less the amount of the interest on the last month's rent deposit	- \$2.48
Total amount owing to the Landlord	\$5,701.95
Plus daily compensation owing for each day of occupation starting January 22, 2026	\$69.08 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	