



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

File Number: LTB-L-092540-25

In the matter of: 32, 306 SILVERSTONE DR
TORONTO ON M9V3J4

Between: CAPREIT LIMITED PARTNERSHIP Landlord

And

JAIRZINHO YOUNG Tenants
AZETTA YOUNG

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict JAIRZINHO YOUNG and AZETTA YOUNG (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 26, 2026.

The Landlord's Legal Representative, Jason Paine, and the 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 \$3,051.45. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$100.32. This amount is calculated as follows: $\$3,051.45 \times 12$, divided by 365 days.
5. The Tenants have paid \$6,942.50 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$10,591.52. The Tenants did not dispute the amount of the arrears.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$3,051.45 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.
9. Interest on the rent deposit, in the amount of \$4.56 is owing to the Tenant for the period from January 1, 2026 to January 26, 2026.

Section 83 Considerations:

10. Tenant AY testified that they were unemployed for some time and found new employment in August 2025. AY testified that she works part-time at Humber College but is hoping to get increased hours, and then could make more payments towards the arrears. AY testified she was off work due to an injury from a car accident. The Tenants proposed a payment plan of \$800.00 per month, with \$1,300.00 paid for the month of February 2026. The payment plan proposed would include paying rent for the months of February, March and April 2026 in two installments.
11. The Tenants testified that their total income is \$5,300.00, while their expenses are \$5,424.25, not including the proposed payment plan. The Tenants testified they have approximately \$10,000.00 in savings.
12. The Tenants testified that they have a 12-year old son and that they support the Tenants' elderly mother. AY also testified that due to her injury, she cannot assist in moving or lifting items and they would need time to get a mover. The Tenants asked for a delay in eviction if their payment plan is not accepted as it will be difficult to move in the winter.
13. The Landlord opposed the payment plan and testified that the tenancy is not viable as the Tenants' expenses are greater than their income. The Landlord testified that this is the third L1 application since 2023.
14. 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 20, 2026 pursuant to subsection 83(1)(b) of the Act.
15. I accept the Tenants' evidence that they and their son will be impacted by an eviction. However, the payment plan proposed is not viable as it is based on the Tenants not paying rent on time for the next 3 months, and the Tenants' expenses are already greater than their income before the payment plan. I am satisfied that a short delay in eviction would not be unfair in these circumstances to allow the Tenants time to find alternative accommodations or to pay their arrears. However, given the arrears are not insignificant, it would be unfair to delay the eviction longer.

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:**

- \$13,828.97 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$16,880.42 if the payment is made on or before March 20, 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 20, 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 20, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,278.38. 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 \$100.32 per day for the use of the unit starting January 27, 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before March 20, 2026, then starting March 21, 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 21, 2026.

February 12, 2026

Date Issued

Allana McComb

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 21, 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	\$20,585.47
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,942.50
Total the Tenant must pay to continue the tenancy	\$13,828.97

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 20, 2026

Rent Owing To March 31, 2026	\$23,636.92
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,942.50
Total the Tenant must pay to continue the tenancy	\$16,880.42

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

Rent Owing To Hearing Date	\$17,090.89
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,942.50
Less the amount of the last month's rent deposit	- \$3,051.45
Less the amount of the interest on the last month's rent deposit	- \$4.56
Total amount owing to the Landlord	\$7,278.38
Plus daily compensation owing for each day of occupation starting January 27, 2026	\$100.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	