



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-096640-25

In the matter of: 22 C LEASIDE PARK DR
TORONTO ON M4H1R2

Between: Chadash Sungur Landlord

And

Stephen Solomon Tenants
Reilly Rebecca Shoub

Chadash Sungur (the 'Landlord') applied for an order to terminate the tenancy and evict Stephen Solomon, Reilly Rebecca Shoub and CHERYL B SOLOMON (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 and the Tenants attended the hearing.

Determinations:

Preliminary Issue: Who is a Tenant

1. At the hearing, both parties agreed that Cheryl B Solomon (CS) was listed on the lease as a tenant, however she had ever lived in the rental unit. CS was the guarantor for the Tenants.
2. Based on the evidence of both parties, I am satisfied that CS does not meet the definition of a 'tenant' pursuant to section 2(1) of the *Residential Tenancies Act, 2006* (the 'Act'). CS has never paid rent or occupied the rental unit and I find that the parties never intended for CS to have the "right to occupy" the rental unit. As a result, she is not a proper respondent to this application.

L1 Application:

3. 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.

4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$3,750.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$123.29. This amount is calculated as follows: $\$3,750.00 \times 12$, divided by 365 days.
7. The Tenants have not made any payments since the application was filed.
8. The rent arrears owing to January 31, 2026 are \$11,250.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,570.00 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.
11. Interest on the rent deposit, in the amount of \$43.00 is owing to the Tenant for the period from December 19, 2024 to January 26, 2026.

Section 83 Considerations:

12. The Tenant SS testified that he lost his employment in 2024, and then RS lost her employment in July 2025. SS started receiving Employment Insurance (EI) in approximately March 2025 until November 2025. SS testified he started a new job on January 14, 2026, with a salary of approximately \$5,000.00 per month and he is hoping to receive sales commission after 3 months to bring his total monthly income up to \$7,000.00. The Tenants testified that the plan is to be able to start paying ongoing rent and arrears in March 2026. SS testified it is possible he may be able to borrow money to pay towards the arrears.
13. RS testified she has Addison's Disease, which has impacted her ability to find new employment. The Tenants also testified they have a 17-year-old child with autism and somatic disorder, that converts emotional feelings to pain, anxiety and nausea. The child does not attend school due to their depression and sleeps about 16 hours a day. The Tenants testified that a move would be detrimental to the health of the child.
14. The Landlord sought eviction. The Landlord testified that they have financial hardship due to receiving no rent and having to pay the mortgage. The Landlord testified they understand the hardships of the Tenants, however the Tenants cannot provide specific details on when they would be able to start paying the arrears or how much.
15. 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.
16. I accept the Tenants' evidence that their child will be significantly impacted by the eviction, even though medical documentation was not provided. However, the Tenants did not propose a payment plan or suggest a stable plan in which the ongoing rent and the arrears will be paid. I am satisfied that a short delay in eviction would not be unfair to allow the

Tenants to either pay the arrears or find alternative accommodations. However, given the Tenants have not made any payments since the application was filed, and 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 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 LTB in trust:**
 - \$15,186.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$18,936.00 if the payment is made on or before March 31, 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 March 31, 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 March 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,278.54. 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 Tenants shall also pay the Landlord compensation of \$123.29 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 Tenants do not pay the Landlord the full amount owing on or before March 31, 2026, the Tenants 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 13, 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 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 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	\$15,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,186.00

B. Amount the Tenants 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	\$18,750.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,936.00

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

Rent Owing To Hearing Date	\$10,705.54
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,570.00
Less the amount of interest on the last month's rent deposit	-\$43.00
Total amount owing to the Landlord	\$9,278.54
Plus daily compensation owing for each day of occupation starting January 27, 2026	\$123.29 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	