



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

File Number: LTB-L-094538-25

In the matter of: 1007, 3390 KEELE ST
NORTH YORK ON M3J1L6

Between: SKPM RENTS 15 Landlord

And

BISRAM S. RAI Tenant
DEBRA RAI

SKPM RENTS 15 (the 'Landlord') applied for an order to terminate the tenancy and evict BISRAM S. RAI and DEBRA RAI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 3, 2026.

The Landlord's legal representative, Sharon Harris and one of the Tenants, Bisram S. Rai attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,393.22. It is due on the day day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$45.80. This amount is calculated as follows: \$1,393.22 x 12, divided by 365 days.
5. The Tenant has paid \$779.50 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$3,307.49.
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 \$1,310.78 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.

Landlord submissions

9. The position of the Landlord is the Landlord has had to bring this Tenant to the LTB on five previous occasions for nonpayment of arrears.
10. The Landlord sent five letters to the Tenant from September 17, 2025 to January 14, 2026 and the Tenant has not responded to the Landlord's attempts at communication.
11. The Landlord is seeking a standard order for eviction and arrears and was not amenable to a repayment plan given the Tenant's history of arrears.

Tenant submissions

12. The Tenant, Bisram does not dispute the arrears owing.
13. The position of Bisram is he lost his job and the other Tenant Debra, his sister, was the sole source of income however her income went to paying other items like groceries and car payments.
14. Bisram stated that he is an apprentice mechanic and was on WSIB and he is waiting on a lump sum WSIB payment that he can put towards the arrears.
15. Bisram stated his financial situation will change as he has been cleared to go back to work the week after the hearing. He also stated his mother would be moving in with him and his sister and contributing to rent.
16. Bisram submitted financial information for my consideration of a repayment plan requested by Bisram.
17. Based on Bisram's submissions the total potential household income is \$6,100.00, expenses are \$3,925.00 with a balance of \$2,175.00.
18. Bisram requested the Board consider a \$1,500.00 per month repayment plan in order to preserve the tenancy.
19. Bisram stated the other Tenant, Debra has two young children living in the rental unit and he has occupied the rental unit for 16 years.
20. In the alternative, Bisram stated he would require 45 days to find alternative housing.
21. Relief from eviction
22. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests.

23. The problem here is that the requirement to pay the rent on time is a contractual obligation found in the lease agreement. The Landlord should not have to come to the Board to enforce this requirement under the lease.
24. Further the Tenant has been given other opportunities to sort out his finances and meet his obligation to pay rent on time with the five prior L1 applications filed by the Landlord and although the Tenant has voided the orders, the Tenant continues to fail to meet his rent obligations to pay on time and in full.
25. The Tenant led with insufficient evidence to support his claims of unemployment, the WSIB lump sum, his medical condition or an exact date his mother is moving in. Bisram's lack of particulars and specific details regarding his situation are such that I do not find him credible in his testimony.
26. Nonetheless if there are children living in the rental unit I find it reasonable to afford the Tenant a short delay to pay the arrears owing or find alternative housing.
27. 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.
28. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
29. This order contains all reasons for the determinations and order made. No further reasons will be issued.

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:**
 - \$7,644.50 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,037.72 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 \$5,077.90. 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 \$45.80 per day for the use of the unit starting February 4, 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 12, 2026
Date Issued

Greg Brocanier
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	\$8,238.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$779.50
Total the Tenant must pay to continue the tenancy	\$7,644.50

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	\$9,631.22
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$779.50
Total the Tenant must pay to continue the tenancy	\$9,037.72

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

Rent Owing To Hearing Date	\$6,982.18
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$779.50
Less the amount of the last month's rent deposit	- \$1,310.78
Total amount owing to the Landlord	\$5,077.90
Plus daily compensation owing for each day of occupation starting February 4, 2026	\$45.80 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

