



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

File Number: LTB-L-096167-25

In the matter of: 1107, 131 MILL ST
TORONTO ON M5A2Z8

Between: WDL 8 LP, c/o Tricon Residential Landlord

And

Khairy Chebib Tenant

WDL 8 LP, c/o Tricon Residential (the 'Landlord') applied for an order to terminate the tenancy and evict Khairy Chebib (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on February 11, 2026.

The Landlord's Agent Anna Savchuk and the Landlord's Legal Representative Faith McGregor and the Tenant 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 \$2,271.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$74.66. This amount is calculated as follows: \$2,271.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,470.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$10,862.00.

7. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,271.00 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.
10. Interest on the rent deposit, in the amount of \$5.49 is owing to the Tenant for the period from January 1, 2026 to February 11, 2026.
11. At the hearing the Landlord sought a standard order, or in the alternative a delay to March 15, 2026. The Tenant sought a payment plan and proposed that he pay \$7000.00 immediately and \$500 per month towards the arrears each month thereafter.
12. The Tenant testified that he lost his employment in February 2025, shortly after moving into the rental unit, and relied on Employment Insurance from April 2025. However, he has recently secured a new role where he earns \$3600.00 per month after taxes. The Tenant testified to expenses of approximately \$2951.00.
13. The Tenant also testified that he is returning to school part time in March or April for Construction Management and will be entitled to \$13,000.00 from the Ontario Student Assistance Program. However, he was not certain when he would begin school, or exactly when the funds would be released.
14. Ultimately, I am not satisfied that the proposed payment plan is appropriate. The Tenant's testimony was speculative and unsupported by any documentation to support his income, expenses, new employment, and entitlement to student assistance, and I am not prepared to order a payment plan on this basis.
15. However, I am prepared to delay the termination until March 31, 2026, to allow the Tenant additional time to settle into their new role and build the funds to void the order. This will also allow the Tenant additional time to begin school and secure his funding, a portion of which could be used towards voiding this order. Given that the Landlord is holding a last month rent deposit, the Tenant has secured a new role and has made payment to the Landlord I find that this is minimally prejudicial to the Landlord.
16. 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.

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:**

- \$11,068.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$13,339.00 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 \$7,341.77. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$74.66 per day for the use of the unit starting February 12, 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 19, 2026
Date Issued

Reid Jackson
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	\$13,332.00
Application Filing Fee	\$186.00
NSF Charges	\$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,470.00
Total the Tenant must pay to continue the tenancy	\$11,068.00

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	\$15,603.00
Application Filing Fee	\$186.00
NSF Charges	\$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,470.00
Total the Tenant must pay to continue the tenancy	\$13,339.00

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

Rent Owing To Hearing Date	\$11,882.26
Application Filing Fee	\$186.00
NSF Charges	\$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,470.00
Less the amount of the last month's rent deposit	- \$2,271.00
Less the amount of the interest on the last month's rent deposit	- \$5.49
Total amount owing to the Landlord	\$7,341.77
Plus daily compensation owing for each day of occupation starting February 12, 2026	\$74.66 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

