Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-105275-25

In the matter of: 118, 7 ROCHEFORT DR
NORTH YORK ON M3C1H4

Between: 7-11 Rochefort Drive Ltd — Landlord

And

Maksut Cakatay — Tenant

7-11 Rochefort Drive Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Maksut Cakatay (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 10, 2026. Only the Landlord's Legal Representative, Sabrina Marchionne, attended the hearing.

As of 2:18 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 $1,938.39. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is $63.73. This amount is calculated as follows: $1,938.39 x 12, divided by 365 days.
5. The Tenant has paid $1,930.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026, are $3,895.08.
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 $1,891.12 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 $4.46 is owing to the Tenant for the period from January 1, 2026, to February 10, 2026.

Relief from Eviction / Section 83 of the Act

10. The Landlord's Legal Representative requested a standard 11-day termination order. As the Tenant was not present to speak to their circumstances, the Landlord's Legal Representative was asked if they were aware of any circumstances of the Tenant that would give rise to delaying or denying eviction. The Landlord's Legal Representative submitted that they were not aware of any such circumstances.

11. I considered whether the Landlord attempted to negotiate a repayment agreement with the Tenant pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord's Legal Representative submitted that a letter with an example of a payment plan was sent to the Tenant. However, the Tenant did not respond with a payment plan proposal.

12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlord. The Tenant did not attend the hearing to dispute the arrears claimed or to request additional time to pay. As such, the Tenant shall have the standard 11 days to void this order or move out.

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:**

    - $4,081.08 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

    OR

    - $6,019.47 if the payment is made on or before March 1, 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 1, 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 1, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord $884.41. 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 $63.73 per day for the use of the unit starting February 11, 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 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 2, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 1, 2026, then starting March 2, 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 2, 2026.

February 18, 2026
Date Issued

_____
Rachel Gibbons
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 2, 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	$5,825.08
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $1,930.00
Total the Tenant must pay to continue the tenancy	**$4,081.08**

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 1, 2026

Rent Owing to March 31, 2026	$7,763.47
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $1,930.00
Total the Tenant must pay to continue the tenancy	**$6,019.47**

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

Rent Owing to Hearing Date	$4,523.99
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $1,930.00
Less the amount of the last month's rent deposit	- $1,891.12
Less the amount of the interest on the last month's rent deposit	- $4.46
Total amount owing to the Landlord	**$884.41**
Plus, daily compensation owing for each day of occupation starting February 11, 2026 **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is $50,000.00.	$63.73 (per day)