



AMENDED ORDER

**Order under Section 69
Residential Tenancies Act, 2006
and section 21.1 of the Statutory Powers Procedures Act**

File Number: LTB-L-103202-25-AM

In the matter of: 819, 95 BATHURST ST
TORONTO ON M5V0H7

Between: 12797551 Canada Inc. Landlord

And

Kouvhan Christopher Dakin Tenant

12797551 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kouvhan Christopher Dakin (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 12, 2026.

The Landlord's legal representative Lorrie McCullough, Landlord's agent Amer Saeed, and the Tenant attended the hearing.

This amended order is issued to correct a clerical error in the order dated February 18, 2026. The amendments are underlined for ease of reference.

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 \$2,550.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$83.84. This amount is calculated as follows: \$2,550.00 x 12, divided by 365 days.

5. The Tenant has paid \$5,275.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 14, 2026 are \$4,925.00. This amount was not in dispute.
7. The Landlord is entitled to \$15.00 to reimburse the Landlord for administration charges and \$60.00 for bank fees the Landlord incurred as a result of 3 cheques given by or on behalf of the Tenant which were returned NSF. These NSFs charges were not in dispute.
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 \$2,550.00 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 \$31.25 is owing to the Tenant for the period from July 15, 2025 to February 12, 2026.

Relief from eviction

11. The Tenant testified that he has applied to the rent bank and is waiting on a cheque to be delivered. He was informed by the rent bank that the cheque was mailed multiple times however the Landlord has yet to receive it. The Tenant has a genuine belief that the rent will be cleared by the end of March 2026.
12. The Landlord testified that he is "bleeding financially" and cannot go much longer without the rent being paid.
13. 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. I find this to be an appropriate order as the Tenant's evidence surrounding the rent bank payment was credible. Should the payment be made, and arrears are cleared, it would also help alleviate the Landlord's financial obligations. It is most fair in the circumstances to allow the Tenant some additional time to clear the arrears or find alternate living accommodations.

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:**
 - \$7,736.00 if the payment is made on or before March 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,286.00 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 \$2,486.11. 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 \$83.84 per day for the use of the unit starting February 13, 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 18, 2026

Date Issued

Brett Lockwood

Member, Landlord and Tenant Board

February 19, 2026

Date Amended

Order Issued

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 March 14, 2026

Rent Owing To March 14, 2026	\$12,750.00
Application Filing Fee	\$186.00
NSF Charges	\$75.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,275.00
Total the Tenant must pay to continue the tenancy	<u>\$7,736.00</u>

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 April 14, 2026	\$15,300.00
Application Filing Fee	\$186.00
NSF Charges	\$75.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,275.00
Total the Tenant must pay to continue the tenancy	<u>\$10,286.00</u>

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

Rent Owing To Hearing Date	\$10,081.36
Application Filing Fee	\$186.00
NSF Charges	\$75.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,275.00
Less the amount of the last month's rent deposit	- \$2,550.00
Less the amount of the interest on the last month's rent deposit	- \$31.25
Total amount owing to the Landlord	<u>\$2,486.11</u>
Plus daily compensation owing for each day of occupation starting February 13, 2026	\$83.84 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	