



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

File Number: LTB-L-003580-26

In the matter of: 1046 SHERBOURNE ROAD
LONDON ON N6G4C8

Between: AZZEDDIN JAHANGHIRI Landlord
BOZENA ZANIEWICZ

And

JERARD MCDONALD Tenant

AZZEDDIN JAHANGHIRI and BOZENA ZANIEWICZ (the 'Landlord') applied for an order to terminate the tenancy and evict JERARD MCDONALD (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 5, 2026.

The Landlord, the Tenant and the Tenant's Agent, Cathy Angel, 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 \$2,057.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$67.64. This amount is calculated as follows: $\$2,057.50 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$6,130.00. The Tenant did not dispute the amount of the arrears.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,850.00 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.
9. Interest on the rent deposit, in the amount of \$249.32 is owing to the Tenant for the period from September 24, 2018 to February 5, 2026.

Section 83 Considerations:

10. The Tenant testified that his oldest child recently turned 18-years-old, and he no longer receives the child tax benefit or the Canadian Pension Plan survivor benefit for the child. The Tenant testified he also has a 10-year-old-son. The Tenant testified that his car broke down in November 2025 and he had to pay \$7,881.20 to fix the transmission, which left him unable to pay the monthly rent.
11. The Tenant offered a payment plan of \$150.00 per month towards the arrears, however the Tenant acknowledged his expenses already exceed his monthly income before rent or arrears. The Tenant testified he had applied to the salvation army to get help with the arrears, and he is currently working with his support worker, Cathy Angel, to find a new apartment that is more affordable. The Tenant asked for a delay in eviction until March 31, 2026, to give him more time to find alternative accommodations.
12. The Landlord testified that he understands that the Tenant is in a difficult situation, however, without the Tenant paying rent it is causing financial hardship. The Landlord testified that his wife is on long-term disability, and the Landlord originally told the Tenant a year ago that his son wanted to move into the house, but he did not want to evict the Tenant during the winter.
13. The Landlord agreed to a delayed eviction date to March 31, 2026, to provide the Tenant more time to find alternative accommodations.
14. 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 accept the Tenant's evidence that he and his children will be impacted by an eviction. However, the Tenant also testified that he does not have enough income to pay ongoing rent or arrears, and therefore I find that the tenancy is not viable. I find that a delay in eviction to March 31, 2026, would not be unfair to help reduce the impact of the eviction on the Tenant and provide time to find alternative accommodations. However, a longer delay in eviction, given that the Tenant has not made any payments since the application was made and the arrears are not insignificant, would be unfair.

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:**

- \$6,331.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,388.50 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 \$2,512.38. 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 \$67.64 per day for the use of the unit starting February 6, 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 27, 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 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	\$6,130.00
Application Filing Fee	\$201.00
Total the Tenant must pay to continue the tenancy	\$6,331.00

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	\$8,187.50
Application Filing Fee	\$201.00
Total the Tenant must pay to continue the tenancy	\$8,388.50

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

Rent Owing To Hearing Date	\$4,410.70
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$1,850.00
Less the amount of the interest on the last month's rent deposit	- \$249.32
Total amount owing to the Landlord	\$2,512.38
Plus daily compensation owing for each day of occupation starting February 6, 2026	\$67.64 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	