



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

**File Number:** LTB-L-102622-25

**In the matter of:** BASEMENT ROOM 1, 9 BISON DR  
NORTH YORK ON M2R2Y1

**Between:** MEDALLA PUEBLO GARCIA Landlord  
CARLOS ARIEL GARCIA VARGAS

**And**

ISLAM POLAT Tenant

MEDALLA PUEBLO GARCIA and CARLOS ARIEL GARCIA VARGAS (the 'Landlord') applied for an order to terminate the tenancy and evict ISLAM POLAT (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2026.

The Landlord, the Landlord's Legal Representative, Berkan Altun, the Tenant and the Tenant's Interpreter, Mustafa Albay, attended the hearing.

**Determinations:**

*Preliminary Issue: Adjournment Request Denied*

1. At the outset of the hearing, the Tenant requested an adjournment as he said he was sick and he was going to be seen by a doctor soon. The matter was stood down for 2 hours. The Tenant returned and asked for an adjournment again as he was still waiting to be seen.
2. The Landlord opposed the adjournment request as the Tenant had not paid any rent since April 2025 and they viewed the request as a delay tactic.
3. I denied the adjournment request. I was satisfied that the Tenant had adequate notice of this hearing and adequate time to prepare. The notice of termination was served on November 17, 2025 and the Notice of Hearing was mailed on December 5, 2025.
4. As noted in the LTB's Interpretation Guideline 1: Adjourning and Rescheduling Hearings, adjournments will only be granted in exceptional circumstances if the parties have been given adequate notice of the hearing. While the guideline is not binding on me, I see no reason to depart from it here.

5. I accept the Tenant's evidence that he was waiting to be seen by a doctor, however, the Tenant did not provide any oral evidence or documentary evidence to support why he would not be able to participate while he was waiting. I am not satisfied that the Tenant would not be able to fully participate while waiting to be called by a doctor. In my view, an adjournment would unduly prejudice the Landlord given that the arrears are not insignificant. As a result, I denied the adjournment request and continued with the hearing.

*L1 Application:*

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$825.00. It is due on the 27th day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$27.12. This amount is calculated as follows:  $\$825.00 \times 12$ , divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to February 26, 2026 are \$8,250.00. The Tenant disputed the amount of the arrears.
12. The Tenant testified that he has been paying cash to the Landlord for his rent, and therefore there are no arrears. The Landlord testified that the Tenant has never paid cash, and whenever other tenants pay cash, she provides a written rent receipt and confirms payment through text messages.
13. The Tenant did not provide any documentary evidence to support his claim he pays cash. The Tenant testified that he did not provide bank statements to show his monthly withdrawals of cash for rent as he did not think about it.
14. Based on the evidence provided, I am satisfied that the Landlord has established on a balance of probabilities that the Tenant did not pay his rent in cash. Therefore, I find the arrears owing to February 26, 2026 are \$8,250.00.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

*Section 83 Considerations:*

17. The Tenant testified that he is currently looking for alternative accommodations, and he would need approximately 1 month to vacate the rental unit. The Tenant did not provide any other evidence for section 83.

18. The Landlord is seeking a standard 11-day eviction order. The Landlord testified she lives in the upstairs unit and relies on the rental income for the mortgage. The Landlord testified that she was unemployed from May 2025 to January 2026, and that the Tenant not paying rent has caused a financial strain for her.
19. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I accept the Landlord's evidence that she has had some financial hardship as the rent has not been paid. As the Tenant has not made any effort to pay rent since April 27, 2025, he has not provided any section 83 considerations to delay the eviction, and the arrears are not insignificant, I find that a delay in eviction 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:**
  - \$8,436.00 if the payment is made on or before February 26, 2026. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$9,261.00 if the payment is made on or before March 6, 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 6, 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 6, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,072.04. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$27.12 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 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 7, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 6, 2026, then starting March 7, 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 7, 2026.

**February 23, 2026**  
**Date Issued**

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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 September 7, 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 26, 2026**

|                                                          |                   |
|----------------------------------------------------------|-------------------|
| Rent Owing To February 26, 2026                          | \$8,250.00        |
| Application Filing Fee                                   | \$186.00          |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$8,436.00</b> |

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 6, 2026**

|                                                          |                   |
|----------------------------------------------------------|-------------------|
| Rent Owing To March 26, 2026                             | \$9,075.00        |
| Application Filing Fee                                   | \$186.00          |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$9,261.00</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$7,886.04           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$8,072.04</b>    |
| Plus daily compensation owing for each day of occupation starting February 13, 2026                                 | \$27.12<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |