



Order under Section 69 Residential Tenancies Act, 2006

Citation: 36 BRENTCLIFFE RENTAL GROUP INC. v ZAYA, 2026 ONLTB 17651

Date: 2026-02-25

File Number: LTB-L-103275-25

In the matter of: 908, 36 BRENTCLIFFE ROAD
EAST YORK ON M4G0E1

Between: 36 BRENTCLIFFE RENTAL GROUP INC. Landlord

And

RITA ZAYA Tenant

36 BRENTCLIFFE RENTAL GROUP INC. (the 'Landlord') applied for an order to terminate the tenancy and evict RITA ZAYA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 23, 2026.

The Landlord's Agent Amanda Boyle, Landlord's Legal Representative Sean Beard, and the Tenant Rita Zaya attended the hearing.

Determinations:

Preliminary issues – Tenant's request to adjourn

1. The Tenant requested an adjournment on the basis that a consumer proposal would be filed. The Tenant stated that the proposal was "in place," but acknowledged that it had not yet been filed.
2. The Landlord opposed the request, submitting that this was the first time the Tenant had raised this issue, and that prior communications only indicated the Tenant was considering filing a proposal.
3. I denied the request to adjourn. The Tenant did not make the request in advance of the hearing and provided no compelling or supporting evidence to justify an adjournment on the hearing date. Further, the proposed consumer proposal had not been filed, and the Tenant's evidence on this point was vague and speculative. In the absence of a filed proposal or other substantiating evidence, there was no basis to delay the proceeding. I find that granting an adjournment in these circumstances would be prejudicial to the Landlord and inconsistent with the Board's mandate for timely adjudication.

Tenant's request to raise tenant rights issues

4. The Tenant also requested to raise issues related to tenant's rights pursuant to section 82 of the Residential Tenancies Act, 2006, S.O. 2006, c.17 (the 'Act'), which provides that at a hearing of a Landlord's application for non-payment of rent and which requests eviction of a tenant, a Tenant may raise any issue that could otherwise be the subject of a Tenant's application.
5. However, the Act and the Board's Rules of Procedure (the Rules) also require that the Tenant either give written notice to the Landlord and the Board at least 7 days before the hearing, along with copies of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing, or give an explanation satisfactory to the Board explaining why they could not comply with those requirements. The Rules further provide that where a Tenant fails to meet the requirements outlined above, the Tenant shall not be permitted to raise issues under sections 82(1) or 87(2) of the Act.
6. It was uncontested that the Tenant failed to notify either the Landlord or the Board of their intent to raise issues under section 82 of the Act in writing at least 7 days prior to the hearing. Further, the Tenant failed to provide any satisfactory reason as to why they could not comply with those requirements. Accordingly, I denied the Tenant's request.

The Landlord's application for rent arrears

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$3,335.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$109.64. This amount is calculated as follows: $\$3,335.00 \times 12$, divided by 365 days.
11. The Tenant disputed the arrears set out in the application, testifying that additional payments of approximately \$1,500.00 and either \$1,500.00 or \$1,000.00 were made between July and September 2025. However, the Tenant's evidence on this point was vague and inconsistent, and no documentary evidence such as receipts, bank records, or electronic funds transfer confirmations were provided to substantiate these alleged payments.
12. The Landlord did not acknowledge receipt of these payments, and the Tenant bears the burden of proving that such payments were made. In the absence of reliable and corroborating evidence, I am not satisfied that these additional payments were made.

13. Accordingly, I find that the payment history set out in the application is the most reliable and accurate record of payments to the date of the hearing. I therefore accept that no payments have been made since the application was filed and that the arrears have accumulated as claimed by the Landlord.
14. On the basis of the evidence before the Board, I find on a balance of probabilities that the rent arrears owing to February 28, 2026, are \$30,935.00.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$3,335.00 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.
17. Interest on the rent deposit, in the amount of \$93.74 is owing to the Tenant for the period from January 1, 2025, to February 23, 2026.

Relief from eviction

18. The Tenant requested relief from eviction in the form of a delay of eviction to allow them additional time to file a consumer proposal.
19. I do not find that the Tenant established a sufficient basis for relief. The arrears are substantial, totaling \$30,935.00, and arose over a relatively short tenancy of approximately 14 months. The Tenant's evidence did not include any concrete or reliable plan to repay the arrears or maintain ongoing rent obligations.
20. The Tenant's reliance on a potential consumer proposal is speculative. No proposal has been filed, and no evidence was provided regarding its terms, or timing. As such, there is no evidentiary basis to conclude that the arrears will be addressed within a reasonable timeframe.
21. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In my view, the significant and ongoing arrears, combined with the absence of a viable repayment plan, outweigh the Tenant's request for additional time.

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:**
 - \$31,121.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$34,456.00 if the payment is made on or before March 8, 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 8, 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 8, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$26,878.98. 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 \$109.64 per day for the use of the unit starting February 24, 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 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 9, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before March 8, 2026, then starting March 9, 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 9, 2026.

February 25, 2026
Date Issued

Kyle Anderson
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 9, 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	\$30,935.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$31,121.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 8, 2026

Rent Owing To March 31, 2026	\$34,270.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$34,456.00

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

Rent Owing To Hearing Date	\$30,121.72
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,335.00
Less the amount of the interest on the last month's rent deposit	- \$93.74
Total amount owing to the Landlord	\$26,878.98
Plus daily compensation owing for each day of occupation starting February 24, 2026	\$109.64 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	