



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

File Number: LTB-L-102634-25

In the matter of: BASEMENT ROOM 2, 9 BISON DR
NORTH YORK ON M2R2Y1

Between: MEDALLA PUEBLO GARCIA Landlord
CARLOS GARCIA VARGAS ARIEL

And

IKRAM ARTIS Tenant

MEDALLA PUEBLO GARCIA and CARLOS GARCIA VARGAS ARIEL (the 'Landlord') applied for an order to terminate the tenancy and evict IKRAM ARTIS (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:

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 \$825.00. It is due on the 27th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$27.12. This amount is calculated as follows: \$825.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,475.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 26, 2026 are \$4,125.00. The Tenant disputed the amount of the arrears.
7. The Tenant testified that he was paying the rent in cash until November 27, 2025, when he started paying through e-transfers. The Tenant testified that if he cannot pay rent on the

day it is due, he will text the Landlord and ask for a couple more days to pay. The Tenant testified he has bank statements to show he has paid, however this was not served on the Landlord or filed with the Board. The Tenant also testified that if he paid at the beginning and has e-transfers from November 27, 2025, why would he not have paid the months in between.

8. The Landlord testified that she provided rent receipts to the Tenant for the months he paid cash and she uploaded documentary evidence of a rent receipt for the first and last month rent paid on April 30, 2025 in the amount of \$1,650.00, and a rent receipt on July 4, 2025 for June 27th rent in the amount of \$825.00.
9. The Tenant testified that he paid \$2,000.00 for first and last month rent, and his nephew Ibrahim Artis, testified that he had sold his wife's gold jewelry for \$2,000.00 and gave it to his uncle and saw him give that amount of money to the Landlord. When asked why the Tenant would pay more than what was asked for, the Tenant said in case there were any damages. The Tenant's witness testified that they did not see the Tenant pay cash on any other dates so he could not testify to whether other months were paid in cash.
10. I am not satisfied that the Tenant established that he paid his rent in cash for May 27, July 27, August 27, Sept 27 and Oct 27, 2025. The Tenant did not provide any documentary evidence to support his oral evidence, though he testified he had it. I accept the Landlord's evidence that when cash payments were made, she provided a rent receipt to confirm having received the rent. Therefore, I am satisfied that the Landlord has established on a balance of probabilities that the rent arrears are \$4,125.00.
11. For the initial deposit of the first and last months rent, I am also not satisfied that the Tenant has established that they paid \$2,000.00 instead of the required amount of \$1,650.00. I accept the Landlord's documentary evidence of the rent receipt provided for the first and last months rent. While the Tenant's nephew stated he saw the Tenant pay the first and last months deposit to the Landlord, I am not satisfied that he saw the exact amount paid. In addition, the Tenant did not provide a credible reason as to why he would pay an additional \$350.00 above what the Landlord was asking for, especially as the Tenant had negotiated the monthly rent down from \$860.00 to \$825.00. Therefore, I am satisfied that the Landlord has established on a balance of probabilities that the last months rent deposit is \$825.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$825.00 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.
14. Interest on the rent deposit, in the amount of \$13.72 is owing to the Tenant for the period from April 30, 2025 to February 12, 2026.

Section 83 Considerations:

15. The Tenant testified that should arrears be found to be owing, that he cannot afford to make any further payments. The Tenant testified he supports his family in Turkiye and he

would not have the financial means to pay anything towards arrears. The Tenant testified that he would need at least 1 month to find alternative accommodations as he has nowhere else to live.

16. The Landlord testified that she has a mortgage on the property and that she lives upstairs. The Landlord testified that she relies on the rental income to pay the mortgage.
17. 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 26, 2026 pursuant to subsection 83(1)(b) of the Act.
18. I accept the Tenant's evidence that he will be impacted by an eviction. However, the Tenant testified that he could not make any payments towards arrears owing, and I find that the tenancy is not viable. A short delay in eviction to allow the Tenant time to find alternative accommodations would not be unfair. However, given that the arrears are not insignificant and the Tenant cannot make any payments towards the arrears, a longer delay 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:**
 - \$4,311.00 if the payment is made on or before March 26, 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 26, 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 26, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,108.32. 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 \$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 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 27, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before March 26, 2026, then starting March 27, 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 27, 2026.

March 3, 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 September 27, 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 26, 2026

Rent Owing To March 26, 2026	\$7,425.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,475.00
Total the Tenant must pay to continue the tenancy	\$5,136.00

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

Rent Owing To Hearing Date	\$6,236.04
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,475.00
Less the amount of the last month's rent deposit	- \$825.00
Less the amount of the interest on the last month's rent deposit	- \$13.72
Total amount owing to the Landlord	\$3,108.32
Plus daily compensation owing for each day of occupation starting February 13, 2026	\$27.12 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	