



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

File Number: LTB-L-103227-25

In the matter of: 201, 274 CEDAR AVE
RICHMOND HILL ON L4C2B4

Between: SKPM RENTS 4 Landlord

And

ABDY SOUFI Tenant

SKPM RENTS 4 (the 'Landlord') applied for an order to terminate the tenancy and evict ABDY SOUFI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 19, 2026.

The Landlord's Legal Representative, S. Harris, the Tenant's Legal Representative, G. Filice, and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant's request to adjourn the hearing to obtain a response from eviction prevention program is denied for the reasons that follow.
2. The Tenant had a meeting with the eviction prevention program from his region prior to the hearing but has not received a response yet and would like an adjournment. The Tenant believes they should have an answer in a few weeks which would help him to preserve his tenancy.
3. The Landlord opposes the request since the Tenant did not request an adjournment prior to the hearing even though they were corresponding a day prior to the hearing. The rent arrears would grow substantially especially if the response is negative. The Tenant has not made any rent payments in February 2026.
4. The request for adjournment was made last minute and there is no timeframe for a response from the eviction prevention program. I do not find that an adjournment is appropriate. The Tenant was at the hearing to present his evidence about needing more time and I considered it under s. 83. I denied the request.

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 \$1,459.07. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$47.97. This amount is calculated as follows: \$1,459.07 x 12, divided by 365 days.
5. The Tenant has paid \$1,622.34 to the Landlord since the application was filed.
6. The parties agree that the rent arrears owing to February 28, 2026 are \$3,922.79.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$21.43 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 \$0.60 is owing to the Tenant for the period from January 1, 2025, to February 19, 2026.
10. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
11. The Tenant is a 73-year-old senior on disability and has resided at the rental unit for 15 years. The Tenant testified that there was fraud on his bank account, and the bank closed his account. The Tenant did not receive his income because of this. The Tenant has a subsidy on this rental unit from the City of Richmond Hill. The Tenant receives \$837.00 each month as a rent supplement which is being paid to the Landlord directly. The Tenant testified he has the money to pay the Landlord \$1,300.00 next week and his portion of the March rent. The Tenant is seeking a \$150.00 payment plan for the balance as he is on a fixed income and cannot afford more.
12. The Landlord opposes a payment plan as it is unreasonably long. I disagree. The Tenant has lived at the rental unit for a long time, and the Landlord has been receiving partial rent from the city throughout. The Tenant is a vulnerable person and requires additional help to keep his home. The Landlord is a large corporate Landlord. I am willing to grant the Tenant a payment plan and if he does qualify for the eviction program, the arrears can be paid off even earlier.

It is ordered that:

1. The Tenant shall pay to the Landlord **\$4,108.79** for arrears of rent up to **February 28, 2026**, and costs.

2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Amount of Payment
March 10, 2026,	\$1,300 + \$647.90 for his portion of March' rent
April 1, 2026	\$152.10
May 1, 2026	\$152.10
June 1, 2026	\$152.10
July 1, 2026	\$152.10
August 1, 2026	\$152.10
September 1, 2026	\$152.10
October 1, 2026	\$152.10
November 1, 2026	\$152.10
December 1, 2026	\$152.10
January 1, 2027	\$152.10
February 1, 2027	\$152.10
March 1, 2027	\$152.10
April 1, 2027	\$152.10
May 1, 2027	\$152.10
June 1, 2027	\$152.10
July 1, 2027	\$152.10
August 1, 2027	\$152.10
September 1, 2027	\$152.10
October 1, 2027	\$70.99

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing on the 1st day of each month for the period **April 1, 2026**, to **October 1, 2027**, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after **February 28, 2026**.

March 5, 2026
Date Issued

 Sheena Brar
 Member, Landlord and Tenant Board

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