



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

File Number: LTB-L-106972-25

In the matter of: 202, 2788 KEELE ST
TORONTO ON M3M2G2

Between: MERKUR PROPERTIES Landlord

And

TYLER VIERA Tenant

MERKUR PROPERTIES (the 'Landlord') applied for an order to terminate the tenancy and evict TYLER VIERA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 4, 2026.

The Landlord's Legal Representative, Jason Paine and the Tenant 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 \$1,786.06. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$58.72. This amount is calculated as follows: \$1,786.06 x 12, divided by 365 days.
5. The Tenant has paid \$300.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$9,583.31.
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 \$1,786.06 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 \$51.13 is owing to the Tenant for the period from January 1, 2025 to March 4, 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 postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Tenant sought relief from eviction in the form of a payment plan. The Landlord opposes the Tenant's request for relief from eviction.
12. The Tenant testified that he fell behind in paying the rent as he was assisting a family member who had become ill. The Tenant testified that returned to his main job in December 2025, working 20 to 30 hours per week. The Tenant testified that he has since returned to work full-time as of February 2026 and anticipates he will be returning to his part-time job in the short-term.
13. The Tenant testified that his approximate net monthly income inclusive of his income from the part-time job is \$5,000.00.
14. The Tenant sought a payment plan that would require the Tenant to pay an additional \$1,000.00 per month until the arrears are paid in full.
15. The Landlord submits that the Tenant did not make any payments between November 2025 and February 2026, and that the Tenant has only paid \$300.00 since the application was filed. The Landlord submits that based on the Tenant's payment history, they do not believe the payment plan is feasible.
16. In this case, there was no supporting evidence that the Tenant will be returning to his part-time work, nor was there any supporting evidence of the Tenant's income from his part-time job. The Tenant entered into evidence his pay stubs from his full-time job. Based on the evidence before me, I was not satisfied that the Tenant is able to pay the rent and the arrears as he suggests. Despite being back to work since December, the Tenant has only paid \$300.00 since returning to work. While the Tenant testified he only returned to full-time work within the last month, the Tenant's payment history suggests that the Tenant is unable to pay the rent and the arrears. I was not satisfied that the Tenant's part-time job would allow the Tenant to pay not only the rent but an additional \$1,000.00 towards the arrears as he suggests. As a result, I find that it would be unfair to grant relief from eviction in the form of a payment plan.
17. With regards to whether to postpone eviction, the Tenant testified that he lives in the unit with a special needs child who attends a specialized school program. The Tenant sought that in the event eviction is granted, that eviction be postponed to June to allow the Tenant some additional time to find an alternative rental unit and to allow his child to finish the current school year. While I find that it would be unfairly prejudicial to the Landlord to postpone the eviction to June, I find that it would not be unfair to postpone eviction to March 31, 2026 to allow the Tenant some additional time to vacate the rental unit. The Landlord has a last month's rent deposit and will not be further prejudiced by the delay.

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:**
 - \$9,769.31 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 \$6,380.94. 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 \$58.72 per day for the use of the unit starting March 5, 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.

March 9, 2026
Date Issued

Christopher Lin
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 March 31, 2026

Rent Owing To March 31, 2026	\$9,883.31
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$300.00
Total the Tenant must pay to continue the tenancy	\$9,769.31

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

Rent Owing To Hearing Date	\$8,332.13
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$300.00
Less the amount of the last month's rent deposit	- \$1,786.06
Less the amount of the interest on the last month's rent deposit	- \$51.13
Total amount owing to the Landlord	\$6,380.94
Plus daily compensation owing for each day of occupation starting March 5, 2026	\$58.72 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	