



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-076730-25-**AM**

In the matter of: 206, 286 MAIN ST
TORONTO ON M4C 4X4

Between: Ravinder Basion Landlord

and

Dionne Atkinson Tenant

This order is amended to correct a clerical error. The amendments are in bold and underlined.

Ravinder Basion (the 'Landlord') applied for an order to terminate the tenancy and evict Dionne Atkinson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 19, 2025.

The Landlord's representative, Saron Navratil, and the Tenant attended the hearing.

Determinations:

1. **The Landlord requested that the Application be amended to reflect the correct municipality. The Landlord's Notice to End Tenancy Early for Non-payment of Rent (N4) identifies the rental unit as being located in Toronto, and not Mississauga. I am satisfied that the reference to Mississauga in the application is a clerical error and the application is amended to reflect the correct municipality.**
2. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,562.50. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$84.25. This amount is calculated as follows: $\$2,562.50 \times 12$, divided by 365 days.
6. The Tenant has paid \$500.00 to the Landlord since the application was filed.
7. The rent arrears owing to November 30, 2025, are \$7,562.50.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,500.00 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.
10. Interest on the rent deposit, in the amount of \$86.99 is owing to the Tenant for the period from June 30, 2024, to November 19, 2025.

Lawful Rent

11. The Tenant disputed the total arrears, stating that her lawful rent had changed to \$2,000.00 on or about June 14, 2025.
12. I asked whether the Tenant had any evidence to show that the Landlord reduced her rent. The Tenant indicated that there is no signed agreement between the parties that would confirm the lawful rent to \$2,000.00. The Tenant stated that she has been attempting to contact the Landlord to obtain a confirmation but has been unsuccessful.
13. There is no evidence before me to believe that the rent is different from what is claimed on the L1 Application.

Section 82 Issues

14. The Tenant wanted to raise maintenance issues in the unit, including lack of heat, bugs in the unit, floods, leaks, and a dripping tap. The Tenant also stated that her lungs has been affected as a result of the dust from the major constructions at the residential complex.
15. Rule 19.4 of the Board's Rules of Procedure provides that a Tenant who wishes to raise s.82 issues at a hearing must serve the Landlord and file with the Board a list of their issues as well as their supporting evidence at least seven days before the hearing.
16. Rule 19.5 provides that a Tenant who fails to comply with s.19.4 shall not be permitted to raise these issues at the hearing unless the Board is satisfied that they could not comply.
17. In this case, the Tenant did not comply with the requirements set out in the Act and the Board's rules. The Tenant stated that she did not submit her maintenance issues to the Board and to the Landlord in advance of this hearing because she was not aware of the Board's procedures.
18. The Tenant had advance notice of this hearing and ample opportunity to raise s. 82 issues but she did not. For this reason, I did not hear any evidence or submission with respect to the Tenant's s.82 issues.

Relief from Eviction

19. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order.
20. The Landlord has attempted to negotiate a payment plan with the Tenant. The Tenant has paid \$500.00 since the application was filed.
21. The Tenant testified that she is experiencing health issues and requested 4-5 months delay so that she can stabilize her circumstances and address the arrears. The Tenant also has a 19-year-old daughter living with her.
22. The Landlord objected to the delay of 4-5 months raising concern with the growing arrears.
23. **The order was previously issued by mail and there is no indication before me that the Tenant received the original order. Given the circumstances and in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), I find that it would not be unfair to postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act.**

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 Board in trust:**
 - **\$17,998.50** 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 Board 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 \$4,199.76. 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 \$84.25 per day for the use of the unit starting November 20, 2025 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 Amended

December 12, 2025
Date Issued

Adeela Alvez
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 August 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 16, 2026

Rent Owing To March 31, 2026	\$18,312.50
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Total the Tenant must pay to continue the tenancy	\$17,998.50

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

Rent Owing To Hearing Date	\$7,100.75
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$500.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$86.99
Total amount owing to the Landlord	\$4,199.76
Plus daily compensation owing for each day of occupation starting November 20, 2025	\$84.25 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	