



Order under Section 69 Residential Tenancies Act, 2006

Citation: Tang v Zawalicz, 2026 ONLTB 21832

Date: 2026-03-18

File Number: LTB-L-097165-25

In the matter of: 906, 7 King St. East
Toronto ON M5C3C5

Between: Patrick Tang Landlord

and

Stefan Zawalicz Tenant

Patrick Tang (the 'Landlord') applied for an order to terminate the tenancy and evict Stefan Zawalicz (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 17, 2026.

The Landlord and the Tenant attended the hearing.

Naitang Chiu, a social worker who works with the Tenant, attended as a witness for the Tenant and was excluded from the hearing room until it was time for them to give evidence.

Determinations:

Overview

1. As of the hearing date the Tenant was still in possession of the rental unit. The arrears were undisputed and are significantly above the monetary jurisdiction of the LTB. The Tenant has significant health difficulties that led to the accumulation of the arrears and is currently unable to pay rent. Although the Tenant is anticipating a favourable resolution to a civil action he commenced, no agreement or final determination has been reached.
2. The Tenant's social worker testified that because of his current circumstances, the Tenant has been placed at the top of the crisis list for placement into long-term care. The evidence that the Tenant would not survive if he were evicted before this occurred was uncontested. As a result, the Tenant sought to postpone eviction for 3 to 6 months.
3. I was satisfied the tenancy was not financially viable; but, in light of the Tenant's extenuating circumstances, I have postponed eviction until July 31, 2026.

Service of N4 Notice

4. The Landlord did not file a copy of his certificate of service with respect to the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
5. The Landlord testified he served the Tenant with the N4 Notice in December 2023. The Tenant admitted the Landlord had served him two years ago; although, he testified the Landlord served him when he was in the hospital. The Landlord denied this.
6. After checking his records, the Landlord confirmed the N4 Notice was served on the Tenant on December 8, 2023, when he placed it under the door of the rental unit. To ensure compliance with s. 53 of General Regulation, O. Reg. 516/06, the Landlord was directed to and did file a copy of his certificate of service to this effect.
7. The Landlord clarified his evidence after he had checked his records, and the Tenant did not dispute receipt of the N4 Notice. In these circumstances I accept the evidence of the Landlord and find the Landlord served the Tenant with a valid N4 Notice.
8. 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.

Lawful rent and daily compensation rate

9. The lawful rent is \$2,550.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$83.84. This amount is calculated as follows: $\$2,550.00 \times 12$, divided by 365 days.

Amending application

11. The Landlord's application was filed in November 2025. The Landlord did not file a copy of his L1/L9 Information Update Form prior to the hearing and the arrears claimed on his L1 Application did not include all rent that came due between 2022 and the date of filing.
12. The Landlord advised he had claimed solely on what was in the N4 Notice because he understood he could only seek \$50,000.00 and the amount on the N4 Notice was already above this.
13. The Tenant did not dispute the amounts the Landlord claimed nor that he has not made any payments since the application was filed.
14. In the above circumstances, the Landlord's application is amended to include all rent that was not paid between January 1, 2022, and November 30, 2025 – the end of the rental period in which the Landlord's application was filed.
15. The rent arrears owing to February 28, 2026, are \$119,400.00.
16. There is no last month's rent deposit.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Monetary jurisdiction

18. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act') the LTB may order payment up to \$50,000.00.
19. Proceeding with his application for non-payment of rent at the LTB extinguishes any rights the Landlord may have to claim the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application.
20. For the reasons set out below, the Tenant is being ordered to pay \$50,000.00 for rent arrears, and daily compensation, plus the Landlord's cost of filing the application in the amount of \$186.00, if the Tenant does not void the order. However, if the Tenant chooses to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlord.

Relief from eviction

21. The Landlord sought an order for termination and eviction.
22. The Tenant testified he did not pay his rent because he has been in and out of hospital for the past 4 years and is unable to work. The Tenant's sole source of income is his pension which he uses to pay his essential expenses including food and, which is, in any event, less than the lawful monthly rent.
23. The Tenant admitted that absent resolution of a civil lawsuit he has outstanding with respect to what allegedly caused his ill health, he cannot pay the amounts outstanding.
24. As a result, I find the tenancy is not financially viable and the question is whether, and if so to what extent, the date of termination should be extended.
25. The Tenant's witness is a social worker on the Tenant's home visit family health care team. She testified they visit the Tenant at the rental unit because he is no longer able to attend primary care facilities.
26. The Tenant's witness testified the Tenant will not survive if he is evicted and placed in a group home, shelter or any other available community housing.
27. The Tenant's witness also submitted and relied on a copy of a letter from the Tenant's physician dated January 29, 2026 [Exhibit 1 – EVID 7380191].
28. This letter indicates the Tenant has significant mobility impairment, cannot leave his home, that eviction would pose an immediate and severe threat to the Tenant's physical safety, and that he is awaiting placement in a long-term care home.
29. The Tenant has been placed at the top of the crisis list for long-term care due to the current proceedings, his limited income, and health conditions. The Tenant's witness testified 3 to 6 months would be ideal to ensure the Tenant can find a place to live.
30. The Tenant testified he is only waiting for a placement in order to vacate.

31. The Landlord did not present any evidence to dispute the Tenant's evidence. The Landlord testified he would like the rental unit back to re-rent or for his daughter who would like to occupy the rental unit starting in May for several months.
32. The Landlord also testified that he has been lenient and understanding of the Tenant's circumstances insofar as he postponed filing this application for years.
33. The very filing of this proceeding is one of the factors that caused the Tenant to be placed on the crisis list; however, the evidence was that now that the Tenant is on this list the process of finding him a bed in long term care will not accelerate should an order for termination and eviction issue.
34. I find the Tenant's circumstances are extenuating. While I acknowledge there is prejudice to the Landlord, I find the prejudice to the Tenant is greater.
35. At the hearing the Tenant was advised that an order for eviction would likely issue and the only question was by how much eviction would be postponed.
36. I have postponed eviction to July 31, 2026. This is approximately 5 ½ months after the date of hearing.
37. I find this period of postponement takes into account that if the Tenant has not been placed in long term care by the end of July, there will still be an additional passage of time between the date the Landlord files for eviction with the Sheriff and the date the Sheriff will actually attend to enforce the eviction. As a result, I am satisfied the eviction has been effectively postponed by the maximum 6 months requested to ensure the Tenant will be able to obtain a placement in long term care.
38. I also note that even though the eviction date has been postponed, the Tenant need not stay until July 31, 2026, and is free to move out as soon as he obtains a placement as he indicated he wished to do.
39. Having considered all of the disclosed circumstances 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 July 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 LTB in trust:**
 - \$122,136.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$124,686.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$127,236.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$129,786.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$132,336.00 if the payment is made on or before July 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 July 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 July 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$50,186.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction. See Schedule 1 for the calculation of the amount owing.
6. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 August 1, 2026.

March 18, 2026

Date Issued

Rebecca Case

Vice Chair, 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 February 1, 2027 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	\$121,950.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$122,136.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$124,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$124,686.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$127,050.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$127,236.00

D. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$129,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$129,786.00

E. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$132,150.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$132,336.00

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

Rent Owing To Hearing Date	\$118,275.28
Application Filing Fee	\$186.00
Total amount owing to the Landlord (limited by monetary jurisdiction)	\$50,186.00