



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

File Number: LTB-L-108976-25

In the matter of: 104, 1537 WILSON AVE
NORTH YORK ON M3M1K2

Between: 2585277 ONTARIO LIMITED Landlord

And

RAGE ALI GUULED Tenant

2585277 ONTARIO LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict RAGE ALI GUULED (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 12, 2026.

Only the Landlord's legal representative, Elizabeth Chea attended the hearing.

As of 10:32am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$2,016.47. It is due on the day day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$66.29. This amount is calculated as follows: \$2,016.47 x 12, divided by 365 days.
5. The Tenant has paid \$4,450.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$2,032.94.

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 \$1,975.00 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.
9. Interest on the rent deposit, in the amount of \$46.02 is owing to the Tenant for the period from February 1, 2025 to March 12, 2026.
10. The position of the Landlord is the Tenant and the Landlord entered into a payment arrangement. The Landlord submitted a copy of the payment arrangement (DOC-7552635) signed by the Tenant on March 9, 2026. The payment arrangement indicates the Tenant agreed to the arrears owing and the filing fee in the amount of \$2,218.94 with a payment plan starting on April 15, 2026 up to September 15, 2026.
11. The Landlord's legal representative stated she was communicating with the Tenant leading up to the hearing and was hopeful the Tenant would attend the hearing to submit the payment arrangement and have a consent order issued, however the Tenant did not attend.
12. The Landlord's legal representative attempted to call the Tenant prior to the hearing but the Tenant did not respond.
13. The Landlord's legal representative requested the Board issue an order with the agreed terms in the payment arrangement under section 83 of the *Residential Tenancies Act*, 2006 (the "Act").

Relief from eviction

14. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. In this case, based on the evidence and submissions before me I find the tenancy is viable.
15. I am satisfied with the Landlord's evidence of the payment arrangement agreed to by the Tenant and I find it reasonable to accept the payment terms in lieu of a standard order to allow the Tenant to preserve the tenancy and repay the Landlord in a reasonable time.
16. Given the Landlord is amenable to accepting the payment arrangement this order will issue with the terms outlined in the payment agreement.
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 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.
18. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$2,218.94 for arrears of rent (\$2,032.94) up to March 31, 2026 and the cost of the application filing fee of \$186.00.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:

The Tenant shall pay this amount:	The Tenant shall pay on or before this date:
\$370.00	April 15, 2026
\$370.00	May 15, 2026
\$370.00	June 15, 2026
\$370.00	July 15, 2026
\$370.00	August 15, 2026
\$368.94	September 15, 2026

4. Commencing on April 1, 2026 and continuing for the duration of the outstanding arrears, the Tenant shall also pay to the Landlord new rent in full on or before the first business day of each month.
5. 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 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, 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 Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

March 25, 2026
Date Issued

 Greg Brocanier
 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.