



Order under Section 69 Residential Tenancies Act, 2006

Citation: Princeton Apartments Ltd. v MUZHAQI, 2026 ONLTB 25873

Date: 2026-03-26

File Number: LTB-L-096211-25

In the matter of: 106, 183 BERRY RD
ETOBICOKE ON M8Y1W9

Between: Princeton Apartments Ltd. Landlord

And

FATMIR MUZHAQI Tenants
DHURATA MUZHAQI

Princeton Apartments Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict FATMIR MUZHAQI and DHURATA MUZHAQI (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on February 5, 2026.

The Landlord's Legal Representative Heather Butt, and the Tenants attended the hearing. The Tenants declined to speak to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,256.09. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.30. This amount is calculated as follows: \$1,256.09 x 12, divided by 365 days.
5. The Tenants have paid \$2,313.72 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026, are \$3,996.66. The Tenant, Ms. Muzhaqi vehemently denied that they owed this amount of arrears and alleged the Landlord

increased rent retroactively and this was illegal. The Tenants did not provide any documentary evidence to substantiate their claims pursuant to the Board's Rule 19.

7. Moreover, the Landlord's Legal Representative, submitted into evidence a Board Order LTB-L-080354-22 (an Above Guideline Increase (AGI) Order) issued June 5, 2025, as well as correspondence provided to the Tenants regarding the result of the same on June 13, 2025. I am satisfied on a balance of probabilities from the evidence submitted that the rental arrears as of the date of the proceeding were in fact \$3,996.66
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 \$1,256.09 from the Tenants 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 \$6.00 is owing to the Tenants for the period from November 15, 2025 to February 5, 2026.
11. 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 May 31, 2026, pursuant to subsection 83(1)(b) of the Act. This extension of time accounts for both parties' evidence in relation to their financial circumstances.
12. The Landlord's Legal Representative submitted that the Landlord had attempted to work out a payment plan to no avail, even prior to the application being filed, but for the Tenants position on the arrears. The Tenants evidence in relation to entering a payment plan illustrated that a payment plan would not be viable given the Tenants' current life circumstances, employment, income sources and monthly expenses. The Tenants would have difficulty covering the monthly rent, their other expenses, let alone the arrears.
13. The Tenants testified to the tenure of the tenancy and the social makeup of the household, and that her spouse was retired, but would not testify to the impact an eviction would have on the household, other than to submit that they would vacate on their own accord, whenever they wanted. The Tenant, Ms. Muzhaqi repeatedly testified that what the Landlord was doing was illegal, seeking retroactive arrears, in oral testimony. I note that no review was sought in the AGI Order abovementioned by the Tenants, upon questioning the Landlord's Legal Representative.
14. In response to questioning from the Board, the Landlord's Legal Representative explained that any further delay in granting the application would be financial prejudicial to the Landlord, and that the Landlord relies on rent to pay expenses related to the rental unit. Furthermore, given the time that has lapsed from the AGI Order, the lack of payment by the Tenants during the 90 day reconciliation period, and the inability of the Tenants to afford a payment plan as per the Tenants testimony, the Landlord sought a standard eviction order.

15. Considering all of the evidence and, notwithstanding the Landlord may face some financial prejudice, I find that, pursuant to subsection 83(1)(b) of the Act that it would not be unfair to the Landlord to delay the eviction until May 31, 2026, due to the significant impact an early eviction would have on the Tenants.
16. Given the Tenants' tenure of tenancy (6 years) and the fact they are seniors on a fixed income, I am satisfied that they may experience challenges securing housing that fits their needs such that more time is required. By contrast, the Landlord, while I acknowledge may face further financial prejudice, the Landlord is holding the last month's rent deposit and after considering the totality of the circumstances I conclude that delaying eviction to May 31, 2026, is fair and appropriate.
17. The extension of time will provide the Tenants time to secure their future income sources/funds to pay the arrears or to find a new place to live for themselves.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$5,438.75 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$6,694.84 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$7,950.93 if the payment is made on or before May 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after May 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before May 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$1,870.98. 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 Tenants. See Schedule 1 for the calculation of the amount owing.

6. The Tenants shall also pay the Landlord compensation of \$41.30 per day for the use of the unit starting February 6, 2026 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before May 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 31, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 30, 2026, then starting May 31, 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 May 31, 2026.

March 26, 2026
Date Issued

Panagiotis P. Roupas
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 November 30, 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 Tenants 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	\$7,566.47
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,313.72
Total the Tenants must pay to continue the tenancy	\$5,438.75

B. Amount the Tenants 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	\$8,822.56
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,313.72
Total the Tenants must pay to continue the tenancy	\$6,694.84

C. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 30, 2026

Rent Owing To May 31, 2026	\$10,078.65
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,313.72
Total the Tenants must pay to continue the tenancy	\$7,950.93

D. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$5,260.79
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,313.72
Less the amount of the last month's rent deposit	- \$1,256.09
Less the amount of the interest on the last month's rent deposit	- \$6.00
Total amount owing to the Landlord	\$1,870.98
Plus daily compensation owing for each day of occupation starting February 6, 2026	\$41.30 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	