



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-012019-26-SA

In the matter of: 703, 35 TOBERMORY DR
NORTH YORK ON M3N2R6

Between: SKPM RENTS 20 Landlord

And

SAM BANI Tenant

SKPM RENTS 20 (the 'Landlord') applied for an order to terminate the tenancy and evict SAM BANI (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on December 1, 2025 with respect to application LTB-L-074702-25.

The Landlord's application was resolved by order LTB-L-012019-26, issued on February 13, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-012019-26.

This motion was heard by videoconference on March 25, 2026.

The Landlord's Legal Representative, S. Ginman, and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on December 1, 2025 with respect to application LTB-L-074702-25. There was no dispute that the lawful rent for February 2026 was not paid to the Landlord on or before February 1, 2026.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-012019-26.

3. The Tenant stated that he is self-employed and his work has been slow. He confirmed that his wife is working full-time and her supports their household. He stated that the rent for February and the arrears payment of \$615.00 were paid in February, but just late. He also stated that the March 2026 rent was paid on time and the rent arrears payment of \$615.00 for March 15, 2026. He further stated that they have resided in the unit since 2010 and have a thirteen year old child. He requested that the tenancy continue and the repayment plan be reinstated.
4. The Landlord's Legal Representative requested that the motion be denied and the stay lifted immediately. She submitted that the Tenant has failed to demonstrate any change in circumstance as he has been self-employed and wife has worked full-time since the tenancy commenced. She also submitted that the lawful rent is due on the 1st, the repayment order required the rent to be paid on the 1st and the February rent was not just a couple of days late, it was not paid in full until February 20, 2026.
5. The total amount owing to the Landlord to March 31, 2026 is \$1,850.58 which is less than half of the rent arrears owing from the previous order. The Tenant has made great strides in paying off the rent arrears despite the breach in February.
6. However, according to the rental ledger submitted into evidence (DOC-7536305) by the Landlord, the Tenant's payments for February 2026 and March 2026 were made over several days after the 1st day of the month. Given that the Tenant breached the previous payment plan and continued to not pay the rent on or before the 1st day of the month in March, I find that it would be unfair to reinstate the payment plan.
7. However, given that the arrears have been reduced and the length of this tenancy, I find that it would not be unfair to grant the Tenant one final opportunity to void an eviction by full payment of the April 2026 rent, the rent arrears, and costs owing to the Landlord no later than April 20, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-012019-26, issued on February 13, 2026, is granted.
2. Order LTB-L-012019-26, issued on February 13, 2026, is set aside and cannot be enforced.
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$3,456.79 if the payment is made on or before April 20, 2026. See Schedule 1 for the calculation of the amount owing.
5. 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 April 20, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

6. **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 April 20, 2026.**
7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$59.45. 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.
8. The Tenant shall also pay the Landlord compensation of \$52.81 per day for the use of the unit starting March 26, 2026 until the date the Tenant moves out of the unit.
9. If the Tenant does not pay the Landlord the full amount owing on or before April 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 21, 2026 at 4.00% annually on the balance outstanding.
10. If the unit is not vacated on or before April 20, 2026, then starting April 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. 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 21, 2026.

April 1, 2026
Date Issued

Lisa Del Vecchio
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 21, 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 April 20, 2026

Rent Owing To April 30, 2026	\$13,790.79
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$10,520.00
Total the Tenant must pay to continue the tenancy	\$3,456.79

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

Rent Owing To Hearing Date	\$11,898.62
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$10,520.00
Less the amount of the last month's rent deposit	- \$1,497.93
Less the amount of the interest on the last month's rent deposit	- \$7.24
Total amount owing to the Landlord	\$59.45
Plus daily compensation owing for each day of occupation starting March 26, 2026	\$52.81 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	