



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

File Number: LTB-L-086999-25

In the matter of: 493 BOYD LANE
MILTON ON L9E1X2

Between: Waleed Ali Sethi Landlord

And

Michal Adam Swica Tenant
Sara Christina Jones

Waleed Ali Sethi (the 'Landlord') applied for an order to terminate the tenancy and evict Michal Adam Swica and Sara Christina Jones (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 26, 2026.

The Landlord and the Tenant, SCJ, attended the hearing.

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 \$3,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$124.93. This amount is calculated as follows: \$3,800.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$20,900.00.
7. The Landlord seeks a standard, voidable eleven-day order.

REQUEST FOR RELIEF

8. The Tenant does not dispute the arrears as claimed by the Landlord and submits she could pay the arrears in the eleven days by asking her grandparents for support.
9. The Tenant prefers a delay in eviction to allow her time to move her home and child who has special needs and attends a school in the area. The Tenant testified that she is actively looking for a place and seeks a delay to April 30, 2026.
10. The Tenant went on to testify about her health condition, unemployment, possibility of financial support from the Town and the ODSP benefit and split with the other Tenant.

ANALYSIS

11. Based on the evidence before the Board, I find the arrears owing to March 31, 2026 totals \$20,900.00. This is undisputed.
12. With respect to the Tenant's request for relief to April 30, 2026, given her personal circumstances, in the face of a lack of payment since the last hearing in December 2025 and the lack of compliance of the interim order requiring her to pay the Landlord every month until the Board orders otherwise, together with the quantum of arrears owed to the Landlord and the fact that the Tenant has capacity to access financial support from her family/other resources, that the circumstances do not warrant a delay in eviction.
13. With respect to the Tenant's section 82 claims, while the Board's records do not show her complying with the interim order and filing them by January 15, 2026, the Tenant testified that she did so on January 2, 2026, but was unable to produce the email to corroborate. Further, the Tenant confirms she was unaware of the requirement to serve the Landlord with her claims and evidence.
14. The problem with this assertion is that the interim order specifically requires her to do so – to serve the Landlord and file with the Board so I am not satisfied that the Tenant has provided an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2). So the Tenant's section 82 claims are dismissed.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$3,800.00 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.
17. Interest on the rent deposit, in the amount of \$58.16 is owing to the Tenant for the period from July 4, 2025 to March 26, 2026.
18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
19. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

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:**
 - \$21,086.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$24,886.00 if the payment is made on or before April 7, 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 April 7, 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 April 7, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$16,676.02. 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 \$124.93 per day for the use of the unit starting March 27, 2026 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 April 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 8, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 7, 2026, then starting April 8, 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 8, 2026.

March 27, 2026
Date Issued

Sonia Anwar-Ali
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 8, 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 31, 2026

Rent Owing To March 31, 2026	\$20,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,086.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 7, 2026

Rent Owing To April 30, 2026	\$24,700.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$24,886.00

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

Rent Owing To Hearing Date	\$20,348.18
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,800.00
Less the amount of the interest on the last month's rent deposit	- \$58.16
Total amount owing to the Landlord	\$16,676.02
Plus daily compensation owing for each day of occupation starting March 27, 2026	\$124.93 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	