



Order under Section 69 Residential Tenancies Act, 2006

Citation: Richview Baptist Foundation v Nizamy, 2026 ONLTB 25460

Date: 2026-04-07

File Number: LTB-L-003224-26

In the matter of: 811, 1540 Kipling Ave
Toronto ON M9R4C6

Between: Richview Baptist Foundation Landlord

And

Solyman Nizamy Tenant

Richview Baptist Foundation (the 'Landlord') applied for an order to terminate the tenancy and evict Solyman Nizamy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 18, 2026.

The Landlord's Agent, Joyce Larbi, the Tenant and the Tenant's Support Person, David Smith, 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 \$1,440.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent compensation is \$47.34. This amount is calculated as follows: \$1,440.00 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 \$5,760.00.
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 \$1,440.00 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 \$19.06 is owing to the Tenant for the period from August 1, 2025, to March 18, 2026.
10. 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.
11. The Tenant testified at the hearing that his primary source of income is as a rideshare driver, but that he experienced an interruption in income when his car broke down. He testified that he informed the Landlord's agent of the likely disruption to rent payments. He testified that he has now attained a Private Transportation Company (PTC) driver licence and is using a rental car to earn a higher income which would be sufficient to sustain the rent on an ongoing basis.
12. David Smith, an employee of the Eviction Prevention in the Community (EPIC) program with the City of Toronto, testified that he is working with the Tenant to assess his eligibility for income supports and that the process was in its early stages. He testified that it would take approximately two months to assess the stability of the Tenant's income and determine whether he is eligible for assistance with his arrears.
13. In my view, the Landlord would not be unduly prejudiced by allowing the EPIC assessment process to run its course: if the Tenant is eligible for assistance, a significant payment would be made toward the arrears. Further, the Tenant's testimony that his income has resumed and is likely to increase suggests that the tenancy will be more sustainable going forward. Given the uncertainty of the Tenant's finances, instituting a payment plan for the arrears would not be appropriate. However, a postponed eviction date of May 31, 2026, balances the Tenant's interest in preserving the tenancy with the Landlord's interest in receiving timely payment of the arrears.

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:

- \$7,386.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,826.00 if the payment is made on or before May 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 May 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 May 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,899.06. 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 \$47.34 per day for the use of the unit starting March 19, 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 May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 1, 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 June 1, 2026.

April 7, 2026
Date Issued

Jeremy Henderson
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 December 1, 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 30, 2026

Rent Owing to April 30, 2026	\$7,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,386.00

B. 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	\$8,640.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,826.00

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

Rent Owing to Hearing Date	\$5,172.12
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,440.00
Less the amount of the interest on the last month's rent deposit	- \$19.06
Total amount owing to the Landlord	\$3,899.06
Plus, daily compensation owing for each day of occupation starting March 19, 2026	\$47.34 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	