



Order under Section 69 Residential Tenancies Act, 2006

Citation: MARCHINA v MIRA, 2026 ONLTB 27942

Date: 2026-04-08

File Number: LTB-L-091846-25

In the matter of: 1204, 155 Yorkville Avenue
Toronto ON M5R0B4

Between: LILIA MARCHINA Landlord

And

YILMAZ CEMRE MIRA Tenant

LILIA MARCHINA (the 'Landlord') applied for an order to terminate the tenancy and evict YILMAZ CEMRE MIRA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 15, 2026.

The Landlord, the Landlord's Legal Representative Clive H. Preddie and the Tenant attended the hearing.

Determinations:

Adjournment Request

1. At the outset of the hearing, the Tenant requested an adjournment of the matter to combine her related applications with the Landlord's application to be heard together, as the Tenant disputes the arrears owed.
2. The Tenant made a similar request to the Board in November of 2025, which was denied by the Board on November 28, 2025. Further, the Tenant did not serve any of the documents she intended to rely with respect to this application to determine what, if any issues may be applicable. As such, the Tenant's request for an adjournment was denied.

Landlord's Application

3. 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.

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$3,000.00. It is due on the 20th day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to January 19, 2026, are \$12,000.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$6,000.00 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.
11. Interest on the rent deposit, in the amount of \$52.13 is owing to the Tenant for the period from August 18, 2025, to January 15, 2026.

Tenant's Position

12. The Tenant did not agree with the arrears, citing the fact that she filed an application within 14 days of her tenancy and she feels that this application is retaliatory. The Tenant alleges that when the N4 was served upon her on October 14, 2025, she did not owe any rent. The Landlord pointed out that no rent had been paid on September 20, 2025, when the notice was issued.
13. The Tenant testified that she paid \$9,000.00 to the Landlord on August 20, 2025, which was rent for three months. Rent would have been applied to August 20, 2025, to September 19, 2025, while the remaining months remain unpaid. The remaining \$6,000.00 was agreed to as a deposit in the lease although the Tenant denies agreeing to paying for the additional month.
14. While the Tenant did not think she would be ordered to pay any money, the Tenant proposed a repayment plan of \$1,000.00 per month to repay the arrears.
15. In my view, the Tenant took issue with the deposit however, decided not to pay rent for three months because she may have believed that her deposit would cover that amount and that she would be receiving remedies from her own applications that she filed.
16. It does not appear to me that the Tenant intended on paying any rent after September 20, 2025, and will be directed to void the order by May 20, 2026 if she wants to stay in the unit.
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 postpone the eviction until May 20, 2026, pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$21,186.00 if the payment is made on or before April 19, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$24,186.00 if the payment is made on or before May 19, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$27,186.00 if the payment is made on or before May 20, 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 20, 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 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,796.88. 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 \$98.63 per day for the use of the unit starting January 16, 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 21, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 20, 2026, then starting May 21, 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 21, 2026.

April 8, 2026
Date Issued

Jagger Benham
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 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 19, 2026

Rent Owing To April 19, 2026	\$21,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 19, 2026

Rent Owing To May 19, 2026	\$24,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$24,186.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 20, 2026

Rent Owing To June 19, 2026	\$27,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$27,186.00

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

Rent Owing To Hearing Date	\$11,663.01
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$6,000.00
Less the amount of the interest on the last month's rent deposit	- \$52.13
Total amount owing to the Landlord	\$5,796.88
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	