



Order under Section 69 Residential Tenancies Act, 2006

Citation: ALCIVAR v DARAEI, 2026 ONLTB 28571

Date: 2026-04-10

File Number: LTB-L-007779-26

In the matter of: BASEMENT UNIT 2, 24 DOERR RD
SCARBOROUGH ON M1P3A1

Between: LUIS JOSE ALCIVAR Landlord

And

LEON SAM DARAEI Tenant

LUIS JOSE ALCIVAR (the 'Landlord') applied for an order to terminate the tenancy and evict LEON SAM DARAEI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 2, 2026.

The Landlord and the Tenant 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 \$850.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$27.95. This amount is calculated as follows: \$850.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$850.00 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.

8. Interest on the rent deposit, in the amount of \$21.66 is owing to the Tenant for the period from January 15, 2025 to April 2, 2026.
9. The dispute between the parties involve how much rent arrears are owing. The Landlord indicates the rent arrears owing up to April 14, 2026, are \$3,400.00 and the Tenant claims the rent arrears owing are \$2,550.00. The dispute involves the monthly rent payment that was due on December 15, 2025, in the amount of \$850.00. The Landlord stated the Tenant did not pay rent due on that date, and the Tenant says he did.
10. On any application before the Board the applicant bears the overall burden of proof. Here, the Landlord cannot prove a negative. In other words, the Landlord cannot prove they did not receive the Tenant's payment. So, the Tenant bears the burden of proving, it is more likely than not, that the Tenant made the rent payments.
11. On December 16, 2025, the Landlord sent a text message to the Tenant asking for the rent that was due on December 15, 2025. The Tenant replied that he placed the rent money in cash in an envelope and placed it under the Landlord's door. The Landlord denies receiving it. The Tenant did not have any further evidence to provide to the Board to establish he paid the Landlord in cash on the date in question, for example, bank statements that would have shown the Tenant withdrew the rent money in question.
12. Overall, I find that the Tenant has not established due to insufficient evidence that he paid cash on December 15, 2025 to the Landlord. I find that the Tenant owes the \$850.00 in rent that was due on December 15, 2025.
13. Therefore, the rent arrears owing to April 14, 2025, are \$3,400.00.

Relief from Eviction

14. The Landlord is requesting an 11-day standard eviction order. The Landlord says that due to the Tenant not paying rent, the Landlord has faced financial hardships having difficulty paying the mortgage and related expenses for the rental unit.
15. The Tenant is a full-time student and would like to remain in the rental unit. The Tenant was not working however he recently started a new job. In discussing the Tenant's expenses and income, the Tenant indicated he owes a large sum of money to his university and does not know what his monthly payments will look like. The Tenant did propose a \$200.00 monthly repayment plan, but the Landlord did not consent as it would take too long to pay off. Because of the uncertainty of his expenses, and a repayment plan that would be too prejudicial to the Tenant, relief of eviction is denied. I will delay the eviction to May 14, 2026, to afford the Tenant time to either pay the arrears and void the order, or more time to find a rental unit.
16. 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 14, 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:**
 - \$3,586.00 if the payment is made on or before April 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$4,436.00 if the payment is made on or before May 14, 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 14, 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 14, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,395.39. 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 \$27.95 per day for the use of the unit starting April 3, 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 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 15, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 14, 2026, then starting May 15, 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 15, 2026.

April 10, 2026
Date Issued

Paula West Oreskovich
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 15, 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 14, 2026

Rent Owing To April 14, 2026	\$3,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$3,586.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 14, 2026

Rent Owing To May 14, 2026	\$4,250.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,436.00

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

Rent Owing To Hearing Date	\$3,081.05
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$850.00
Less the amount of the interest on the last month's rent deposit	- \$21.66
Total amount owing to the Landlord	\$2,395.39
Plus daily compensation owing for each day of occupation starting April 3, 2026	\$27.95 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	