



Order under Section 69 Residential Tenancies Act, 2006

Citation: MERKUR PROPERTIES v NASIRY, 2026 ONLTB 28701

Date: 2026-04-07

File Number: LTB-L-004353-26

In the matter of: 404, 2788 KEELE ST
TORONTO ON M3M2G2

Between: MERKUR PROPERTIES Landlord

And

MOHD HAROON NASIRY Tenant

MERKUR PROPERTIES (the 'Landlord') applied for an order to terminate the tenancy and evict MOHD HAROON NASIRY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 31, 2026.

The Landlord's representative Eshita Mongia 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 \$1,158.42. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$38.09. This amount is calculated as follows: \$1,158.42 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 \$11,810.27.
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 \$1,111.65 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 \$5.76 is owing to the Tenant for the period from January 1, 2026 to March 31, 2026.
10. The Tenant testified he lost his job in June 2025 which is when the arrears started to accrue. That within a short period he lost his father and children. As he did not apply for employment insurance the arrears of rent arose. The Tenant stated that he will be starting a new job in sales and delivery commencing on April 15, 2026.
11. The Tenant estimates his monthly income after tax to be approximately \$2,900.00 and that he is a part owner of a property that is for sale outside of the country. That once the property sells, he will be able to repay the Landlord any balance outstanding at that time. Tenant proposed a payment plan of \$300.00 per month until such time.
12. The Tenant stated he has no family he can turn to for assistance in Canada.
13. The Landlord is opposed to the Tenant's payment plan proposal outlining prejudice based on the current arrears outstanding and the time it would take to repay the arrears if the Board accepted the Tenant's proposed plan.

Relief from eviction

14. 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 April 30, 2026 pursuant to subsection 83(1)(b) of the Act for the reasons as follows.
15. The Tenant's arrears appear to be caused by his loss of employment. While the Tenant says he is about to start a new job, there was no evidence provided to support this submission. Additionally, while I appreciate that there may be an impending real estate sale, the Tenant also made mention of the war in that country and uncertainty, there is no imminent sale pending for consideration.
16. I have also considered that the Tenant was provided the Landlord's disclosure package on March 24, 2026 in which the Tenant was advised to contact the Landlord if they wished to "work out a payment plan." It was at the time that the Tenant may have provided the Landlord some evidence of new employment to confirm their ability to pay rent beyond March 2026.
17. Another month of rent was due on April 1, 2026, further contributing to additional arrears as the Tenant would not have commenced his new job. In these circumstances, the payment plan proposed by the Tenant can not be considered.
18. However, as this is a longer-term tenancy that commenced in 2008, the delay from eviction is aimed at assisting the Tenant in possibly voiding this order or in finding alternative housing.
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:**
 - \$13,154.69 if the payment is made on or before April 30, 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 30, 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 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,878.86. 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 \$38.09 per day for the use of the unit starting April 1, 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.

April 7, 2026
Date Issued

Alicia Johnson
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 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	\$12,968.69
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,154.69

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

Rent Owing To Hearing Date	\$11,810.27
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,111.65
Less the amount of the interest on the last month's rent deposit	- \$5.76
Total amount owing to the Landlord	\$10,878.86
Plus daily compensation owing for each day of occupation starting April 1, 2026	\$38.09 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	