



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

File Number: LTB-L-000842-26

In the matter of: 4 HAWKWEED MANOR
MARKHAM ON L6B0E3

Between: Mohammed Alsharafi Landlord

And

Pal Farkas Tenants
Natasa Varadi
Rajmond Farkas
Thamas Romeo Farkas
Michae Sky Farkas

Mohammed Alsharafi (the 'Landlord') applied for an order to terminate the tenancy and evict Pal Farkas, Natasa Varadi, Rajmond Farkas, Thamas Romeo Farkas and Michae Sky Farkas (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 8, 2026.

The Landlord's Representative, Eric Lichtenfeld and the Tenant's Agent, Pal Farkas attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$4,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$138.08. This amount is calculated as follows: \$4,200.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$42,000.00.

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 \$4,200.00 from the Tenants 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 \$75.39 is owing to the Tenant for the period from June 1, 2025, to April 8, 2026.
10. The Landlord attempted to negotiate a payment plan with the Tenants, but the Tenants were unresponsive.
11. The Landlord was unaware of any circumstances that may require the Board to consider delaying or denying termination of the tenancy and sought the issuance of a standard order.
12. The Tenant's Agent, Pal Farkas (P.F.) is the son of the Tenant, Pal Farkas.
13. P.F. did not dispute the arrears of rent being claimed by the Landlord and attributed the arrears due to his father falling ill and suffering from a heart attack. P.F. also testified that his father was unable to attend the hearing because he recently underwent a surgical procedure and requires 4 to 6 weeks to recover.
14. P.F. also testified that his father wishes to remain in the unit and proposed a payment plan whereby the Tenants would be required to pay the lawful rent plus an additional \$400.00 per month until such time that the arrears are paid in full. Based on the current rental arrears, the proposed plan would take the Tenants approximately 8 years to complete. I do not find that it would be reasonable to impose such a payment plan on the Landlord given the significant arrears or rent currently owing.
15. P.F. alternatively sought relief in the form of a short extension of time to allow his father to recover from his recent surgical procedure. I am mindful that no documentation regarding this procedure was tendered into the portal.
16. Based on the evidence, I am not satisfied that this is a viable tenancy because the Tenants are not able to maintain their financial obligations under the terms of the residential lease. Accordingly, I find it would be reasonable given the circumstances to allow the Tenants a short 30-day extension of time. This is to allow the Tenant additional time to recover from his medical procedure. I am mindful of the significant arrears of rent and as such feel that any extension beyond this would be unreasonable.
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 14, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$42,186.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$46,386.00 if the payment is made on or before May 14, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before May 14, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$34,815.25. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$138.08 per day for the use of the unit starting April 9, 2026, until the date the Tenants move out of the unit.
 7. If the Tenants do 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 13, 2026
Date Issued

Ilan Shingait
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 Tenants 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	\$42,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$42,186.00

B. Amount the Tenants 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 31, 2026	\$46,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$46,386.00

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

Rent Owing to Hearing Date	\$38,904.64
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$4,200.00
Less the amount of the interest on the last month's rent deposit	- \$75.39
Total amount owing to the Landlord	\$34,815.25
Plus, daily compensation owing for each day of occupation starting April 9, 2026	\$138.08 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	