



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-099709-25

In the matter of: 1801, 20 EDGECLIFF GOLFWAY
NORTH YORK ON M3C3A4

Between: Samira Lakhani Landlord

And

Pappy Muhire Tenants
Jeanne Nyabirori
Nteziryayo Mbonimpa
Ntirenganya Ahishakiye

Samira Lakhani (the 'Landlord') applied for an order to terminate the tenancy and evict Pappy Muhire, Jeanne Nyabirori, Nteziryayo Mbonimpa and Ntirenganya Ahishakiye (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on April 10, 2026.

The Landlord and Nteziryayo Mbonimpa, who appeared on behalf of all the Tenants, attended the hearing.

The hearing had begun at 9:12 a.m. with the Landlord only in attendance. The Tenants signed in at 9:39 a.m, and provided their evidence. The Tenants spoke French and English and the Member was bilingual and so translated for the Landlord

Determinations:

Preliminary Issue – Certificate of Service

1. The matter was reconvened to provide the Landlord an opportunity to explain her service of the N4 in November 2025.
2. The Certificate of Service did not give a name of the person providing the service and the date was November 26, 2025, the same as the date of the Application. The Landlord testified that this was a mistake.
3. The Termination Date was November 19, 2025.

4. The Act requires that the Termination date be no less than 14 days after service. In this case, the service was declared to have taken place after the Termination Date, which would have invalidated the Notice.
5. The Landlord was given an opportunity to explain and remedy the situation.
6. She testified that she made a mistake on the Certificate of Service, and the date she signed the N4 was the actual date of Service, November 5, 2025. She testified that she personally served Pappy Muhire at the rental unit and that the other Tenants were all present.
7. I accepted her testimony and amended the Certificate of Service.

L1 – Application for Arrears

8. 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.
9. As of the hearing date, the Tenants was still in possession of the rental unit.
10. The lawful rent is \$3,500.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$115.07. This amount is calculated as follows: $\$3,500.00 \times 12$, divided by 365 days.
12. The Tenants has paid \$10,000.00 to the Landlord since the application was filed.
13. The rent arrears owing to April 30, 2026 are \$25,000.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$3,500.00 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.
16. Interest on the rent deposit, in the amount of \$57.19 is owing to the Tenants for the period from July 1, 2025 to April 10, 2026.

Relief from Eviction

17. The Landlord sought a standard order for the termination of the tenancy and to evict the Tenants, unless the Tenants.
18. The rental unit is a furnished luxury condo in Toronto that she decided to rent. Last year, she lost her job, so her income was dependent on the rent from the condo. The Tenants' failure to rent on time or at all has resulted in her own poverty.

19. The Landlord testified that the Tenants' failure to pay rent has exacerbated her mental health issues. She initially approached the tenancy as helping fellow immigrants – she provided grocery cards and adopted them as friends - and is disheartened at their behaviour. She also described filth and insects in the unit when she took prospective tenants for tours. The experience has been so harrowing for her that in her own words, she has "shut down." She further described visiting the unit in October 2025 and seeing expensive gadgets, phones, the Tenant's new car – all while they were refusing to pay her rent.
20. She expressed that she absolutely cannot make any further allowances for the Tenants any longer or afford a lengthy eviction process.
21. The Tenants are new immigrants from Burundi of Congolese origin. They immigrated to Canada in July 2024 and moved into the rental unit in August 2024. There are 5 adults and 5 minor children living together in the unit, including 2 disabled adults.
22. They testified that their rent was previously covered by government funding from August 2024 to July 2025. In July 2025 they lost their funding and tried to secure other sources but were unsuccessful. They collectively earn \$2000 per month through Ontario Works. This is clearly inadequate to pay the rent and meet their needs in the current rental unit.
23. I note they have made a \$10,000.00 good faith payment.
24. They requested 1-2 months to relocate.
25. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$25,186.00 if the payment is made on or before April 21, 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 has paid the full amount owing as ordered plus any additional rent that became due after April 21, 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 does not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 21, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$17,279.51. 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 \$115.07 per day for the use of the unit starting April 11, 2026 until the date the Tenants moves out of the unit.
7. If the Tenants does not pay the Landlord the full amount owing on or before April 21, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 22, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 21, 2026, then starting April 22, 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 April 22, 2026.

April 10, 2026

Date Issued

Vanessa Davies

Member, Landlord and Tenants 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 October 22, 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 21, 2026

Rent Owing To April 30, 2026	\$35,000.00
Less the Payments from the Tenants	-\$10,000.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$25,186.00

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

Rent Owing To Hearing Date	\$30,650.70
Less the Payments from the Tenants	-\$10,000.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,500.00
Less the amount of the interest on the last month's rent deposit	- \$57.19
Total amount owing to the Landlord	\$17,279.51
Plus daily compensation owing for each day of occupation starting April 11, 2026	\$115.07 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	