



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

File Number: LTB-L-106420-25

In the matter of: 104, 11 ECCLESTON DR
NORTH YORK ON M4A1K2

Between: EAST BRIAR TOWERS LIMITED Landlord

And

LAMA NAKIB Tenant

EAST BRIAR TOWERS LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict LAMA NAKIB (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Legal Representative, David (Berel) Ciobotaru ('LLR'), the Landlord's Agent, Erinda Shehu, and the Tenant's Legal Representative ('TTR'), Nellie Walker attended the hearing.

Adjournment Request

1. The TTR requested an adjournment at the commencement of the hearing as the Tenant was ill and unable to attend. The TTR provided a doctors note dated March 9, 2026, stating that the Tenant "was advised to rest for one week due to medical reasons".
2. The LLR opposed the adjournment request given the matter has been ongoing, the parties have been before the Board three previous times for other applications and the substantial amount of arrears. There was a previous order issued for an unrelated matter that resolved all the issues between the parties. This was the first appearance on this application.
3. LTB Interpretation Guideline 1 addresses adjourning and rescheduling a hearing, and what I need to consider when making my determination in granting an adjournment. I have considered the reason, the position of the parties, the issues in the application, and prejudice that may result in granting or denying the request, the history of the proceeding, and the LTB's obligation to adopt the most expeditious method of hearing a matter.
4. In determining whether to grant the adjournment I have also considered the fact the TTR did not have instructions from the Tenant and the fact the Tenant had not provided any

evidence suggesting they were able to pay the substantial arrears. Further, the Tenant has not provided any documentation as of the hearing date to support any payments or to dispute the arrears.

5. With respect to the doctor's note provided on behalf of the Tenant, I noted that there was minimal information within it, and when asked the TTR could not provide any additional information the TTR indicated it was a private matter.
6. In *Wang v. Oloo*, 2023 ONSC 1028, the Divisional Court discussed when a doctor's note may be inadequate to justify an adjournment;

Thus, a doctor's note must obtain sufficient information to enable the court or tribunal to exercise its own judgment as to whether the adjournment should be granted. This should, at a minimum, describe the diagnosis, the effect of the patient's condition on their ability to attend and participate in the hearing, and a statement as to when, in the doctor's opinion, the patient will be well enough to attend court and participate as required.

7. In this case before me, I am not satisfied that the doctor's note explains the Tenant's inability to participate in the hearing, either by telephone or by zoom. In addition, it does not provide any reason or explanation as to why the Tenant required rest or what effect it would have on the Tenant if they participated at the hearing.
8. Therefore, I declined the request for an adjournment and proceeded to hear the merits of the matter. I provided the TTR an opportunity to contact the Tenant to advise that the matter would be proceeding and the adjournment request was not being granted. The TTR was not able to get in contact with the Tenant.

Determinations:

9. 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The lawful rent is \$951.81. It is due on the 1st day of each month.
12. A previous LTB order, LTB-T-015785-24 & LTB-L-001176-25, issued on October 15, 2025, determined that the monthly rent is \$951.81. That order states at paragraph 6: "For the reasons set out below, I find the Landlord was entitled to charge rent, that rent was due on the 1st of each month, and that the lawful rent is \$951.81." The Tenant has not filed a review or appeal of that order.
13. Based on the Monthly rent, the daily rent/compensation is \$31.29. This amount is calculated as follows: $\$951.81 \times 12$, divided by 365 days.
14. The Tenant has paid \$2,854.62 to the Landlord since the application was filed.

15. I find that the evidence establishes that rent arrears owing to March 31, 2026, are \$22,362.35.
16. The amount of arrears was disputed by the Tenant. The TTR indicated that the Tenant is an employee of the Landlord and continues to be an employee, and the LTB does not have jurisdiction to evict the Tenant. The LLR submitted that if the LTB orders an eviction of the Tenant, the matter will be reviewed as the LTB lacks jurisdiction on the basis that the Tenant is an employee of the Landlord, has been ill since 2023, and has made attempts to return to work which have been rejected by the Landlord.
17. This issue has already been addressed by the LTB in order LTB-L-001176-25 & LTB-T-015782-24. At paragraph 2 the LTB explained that the position of a Superintendent is comprised of two relationships: that of an employee of the landlord employer, and that of a tenant of the landlord. The LTB has jurisdiction over the landlord and tenant relationship, but not the employment relationship.
18. I am satisfied after reviewing the previous order that the lawful monthly rent is \$951.81, the Tenant's employment dispute with the Landlord does not affect the LTB's jurisdiction to deal with the landlord-tenant relationship between these parties, the N4 before me is valid and that the outstanding arrears in the application to March 31, 2026, are \$22,362.35. The Tenant nor TTR provided any proof of payments made to the Landlord towards the outstanding arrears that are not reflected in the Landlord's application.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. There is no last month's rent deposit.

Relief from eviction

21. 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.
22. The TTR submitted throughout the hearing that the Tenant is currently not employed, and has been attempting to return to work, and has been ill. However, no substantial evidence was provided respecting the Tenant's illness, such as when the Tenant may be able to resume employment.
23. The LLR was seeking a standard order for eviction given the substantial arrears outstanding.
24. I have considered both parties' circumstances, and I find that delaying the termination of the tenancy, would be unduly prejudicial to the Landlord, considering that the arrears are substantial and since the filing of the application on December 17, 2025, the Tenant has only paid \$2,854.62 towards the arrears. If this tenancy was to continue, I find it is more likely than not that the arrears would continue to grow.

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:**
 - \$23,500.16 if the payment is made on or before April 28, 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 28, 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 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$21,909.44. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$31.29 per day for the use of the unit starting March 11, 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 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 29, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 28, 2026, then starting April 29, 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 29, 2026.

April 17, 2026
Date Issued

Samantha Greaves
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 October 29, 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 28, 2026

Rent Owing To April 30, 2026	\$26,168.78
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,854.62
Total the Tenant must pay to continue the tenancy	\$23,500.16

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

Rent Owing To Hearing Date	\$24,578.06
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,854.62
Total amount owing to the Landlord	\$21,909.44
Plus daily compensation owing for each day of occupation starting March 11, 2026	\$31.29 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	