



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

File Number: LTB-L-001449-26

In the matter of: 1171U, 1171 Lansdowne Ave.
Toronto, ON M6H3Z7

Between: SKPM Rents 5 Landlord

And

Gilbert Mwebaze Tenant

SKPM Rents 5 (the 'Landlord') applied for an order to terminate the tenancy and evict Gilbert Mwebaze (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on March 23, 2026.

The Landlord's Representative, Sara Ginman, and the Tenant attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of 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 \$2,155.90. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$70.88. This amount is calculated as follows: \$2,155.90 x 12, divided by 365 days.
5. The Tenant has paid \$6,980.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$669.50.

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 \$921.67 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 \$4.35 is owing to the Tenant for the period from January 1, 2026, to March 23, 2026.

Relief from Eviction

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would not be unfair to postpone the eviction until April 28, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Landlord's Representative submitted that the Tenant fell into rental arrears beginning in December 2025. The Landlord sent rent reminder letters to notify the Tenant of the outstanding balance and to request a payment arrangement be established. The Tenant has made payments significantly reducing rent arrears since the application was filed, however, the Landlord believes the Tenant does not have sufficient income to propose a payment plan.
12. The parties met privately prior to the hearing in an attempt to resolve the matter but did not reach an agreement.
13. The Tenant testified that he has been making additional payments toward the arrears to the extent he can afford and expressed a desire to preserve the tenancy by paying the Landlord all monies owed.
14. The Tenant proposed a repayment plan consisting of monthly arrears payments of \$150.00 commencing April 15, 2026, with ongoing rent to be paid in full- and on-time beginning April 1, 2026.
15. In support of this proposal, the Tenant disclosed total monthly income of \$3,500.00. Monthly expenses were reported to be \$2,285.00, including \$600.00 for a automobile loan; \$400.00 for auto insurance; \$400.00 for gas; \$200.00 for his credit card; \$85.00 for an Ontario student loan; \$100.00 for his mobile phone; \$80.00 for home internet; \$120.00 for electricity; \$200.00 for groceries, an \$100.00 which he sends to his mother. The Tenant further stated that in January 2026, the amount he sent to his mother was \$500.00.

16. After accounting for rent, the Tenant's budget reflects a monthly shortfall of approximately \$940.90, increasing to \$1090.90 when the proposed arrears repayment is included.
17. Based on the disclosed income and the proposed repayment plan, the Tenant would not have sufficient funds to meet their ongoing monthly expenses. As the Tenant was unable to demonstrate the financial capacity to sustain the tenancy under the proposed arrangement, I concluded that the tenancy could not be preserved. I explained to the parties that the Tenant's current financial circumstances do not support the viability of the tenancy.
18. Although the Tenant has significantly reduced the rental arrears since the application was filed, the financial information provided indicates that the Tenant does not have sufficient income to meet ongoing expenses, including rent. Considering these circumstances, I discussed with parties a delayed termination date of April 15, 2026. Considering the date of issuance, a standard 11-day eviction order has been 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:**
 - \$3,011.40 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. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$596.18. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$70.88 per day for

compensation for the use of the unit starting March 24, 2026, until the date the Tenant moves out of the unit.

6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. 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.
8. 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

Ken Audziss
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	\$9,805.40
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,980.00
Total the Tenant must pay to continue the tenancy	\$3,011.40

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

Rent Owing to Hearing Date, March 23, 2026	\$7,123.84
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,980.00
Less the amount of the last month's rent deposit	- \$921.67
Less the amount of the interest on the last month's rent deposit	- \$4.35
Total amount owing to the Landlord	\$(596.18)
Plus, daily compensation owing for each day of occupation starting March 24, 2026	\$70.88 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	