



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

File Number: LTB-L-011516-26

In the matter of: 2201, 28 INTERCHANGE WAY
VAUGHAN ON L4K0P8

Between: Rushikesh Trivedi Landlords
Shivangi Rushikesh Trivedi

And

Ferenc Richard Jonas Tenant

Rushikesh Trivedi and Shivangi Rushikesh Trivedi (the 'Landlords') applied for an order to terminate the tenancy and evict Ferenc Richard Jonas (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 14, 2026.

The Landlords' Representative, Janarthane Veerasingam, and the Tenant attended the hearing.

Preliminary Issue:

1. The Tenant requested a Hungarian interpreter at the hearing. The Tenant's request to adjourn the hearing for an interpreter was denied.
2. There was no request for an interpreter made prior to the hearing. The Tenant had been aware of the hearing since receiving the notice of hearing on or around March 15, 2026.
3. The Tenant testified that he does not speak English fluently and spoke broken English.
4. The Landlords oppose an adjournment since the Tenant has been communicating with the Landlords in English. The Tenant reached out to the Landlords via Facebook and contacted them to lease the rental unit. The Tenant claims he used Google Translate to communicate with the Landlords and also to read the Notice of Hearing (NOH).
5. The Landlords also rely on a previous Board order against the Tenant which was filed with Small Claims Court around the same time the tenancy began for enforcement. The Landlords believe that the Tenant is well aware of the Board's procedures. The Tenant is only seeking a delay by asking for an adjournment.

6. Based on the evidence and my interaction with the Tenant, I am satisfied the Tenant is able to reasonably participate in the proceeding. I found the Tenant was able to respond adequately to questions and was able to communicate in a way which would cause no undue prejudice to the Tenant. I am also taking into consideration that the Tenant testified that he read the NOH and should be aware of the processes.
7. On further review I found that the Board's records show that the Tenant has been before the Board for LTB-L-012139-25 (L1 application) wherein the Tenant and Landlord consented to a payment plan which the Tenant subsequently breached. The Landlord filed LTB-L-052168-25 (L4 application) which resulted in LTB-L-052168-25-EX terminating the tenancy. I do note that the Tenant is named Richard Jonas on those applications, but the Tenant's email is the same.

Determinations:

1. The Landlords 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 \$1,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 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 April 30, 2026, are \$7,600.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$1,900.00 from the Tenant, and this deposit is still being held by the Landlords. 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 \$14.87, is owing to the Tenant for the period from November 30, 2025, to April 14, 2026.
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 Landlords attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant testified that he was laid off from his job temporarily in January 2026 and shall return to work next week. The Tenant has a two-month-old baby so he needs more time to move out. The Tenant's wife cannot work because of the baby as well. The Tenant is looking for a payment plan.

12. The Landlords submitted proof that the Tenant was employed in February 2026 when he claimed he was not. The Landlord received an email from the Tenant's place of work confirming the same. The Tenant also gave the Landlords cheques from an account which is closed. The Landlords are not open to a payment due to loss of trust. The tenancy is short-lived.
13. I am not satisfied that the tenancy is viable. The tenancy began in December 2025, and the Tenant stopped paying rent in January 2026 while being employed. Keeping the length of the tenancy and Tenant's previous record, I find no reason to delay or deny eviction.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$7,786.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,686.00 if the payment is made on or before May 3, 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 May 3, 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 May 3, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$4,845.71. 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 Landlords owe 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 Landlords compensation of \$62.47 per day for the use of the unit starting April 15, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before May 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 4, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 3, 2026, then starting May 4, 2026, the Landlords 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 Landlords on or after May 4, 2026.

April 22, 2026
Date Issued

Sheena Brar
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 4, 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	\$7,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,786.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 3, 2026.

Rent Owing to May 31, 2026	\$9,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,686.00

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

Rent Owing to Hearing Date	\$6,574.58
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,900.00
Less the amount of the interest on the last month's rent deposit	- \$14.87
Total amount owing to the Landlords	\$4,845.71
Plus, daily compensation owing for each day of occupation starting April 15, 2026	\$62.47 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	