



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

File Number: LTB-L-010906-26

In the matter of: 105- 66 SPADINA RD
TORONTO ON M5R2T4

Between: SKPM RENTS 16 Landlord

And

EVANS MCDOWALL Tenant

SKPM RENTS 16 (the 'Landlord') applied for an order to terminate the tenancy and evict EVANS MCDOWALL (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 21, 2026.

The Landlord's Legal Representative, Sharon Harris, and the Tenant attended 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 \$1,907.16. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.70. This amount is calculated as follows: \$1,907.16 x 12, divided by 365 days.
5. The Tenant has made two payments equalling to \$3,500.00 since the application was filed on March 14, 2026, and March 17, 2026.
6. The Tenant testified that he made a further payment of \$900 and when he logged onto his account, the new outstanding balance of arrears reflected this payment.
7. However, the Landlord's Legal Representative was not aware of such payment having been made but stated that if the payment does clear, then this will be taken into account.
8. The rent arrears owing to April 21, 2026 are \$3,628.64.

9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord incurred NSF fees and bank charges of \$60.00 and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,905.15 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.
12. Interest on the rent deposit, in the amount of \$19.84, is owing to the Tenant for the period from January 1, 2026, to May 22, 2026.

Relief from eviction:

13. The Landlord's Legal Representative seeks a standard order with delayed eviction till May 22, 2026, in order to provide the Tenant with an opportunity to void this Order.
14. The Tenant agreed to pay all outstanding arrears, including the upcoming rent for May 2026, by May 22, 2026, in order to void this Order.
15. The Landlord's Legal Representative testified that 6 other L1 Applications had been brought before the Board pertaining to this Tenant with the last one dated January 15, 2026. She further testified that the Landlord had sent 3 letters to the Tenant asking him to see the Property Manager to discuss a payment plan for the arrears. These letters had been sent out on January 14, 2026, February 17, 2026, and March 17, 2026. However, the Tenant claims he never received any such letters otherwise he would have come forward and worked out a payment plan.
16. During the course of the hearing, the Tenant was not opposed to May 22, 2026, as the date in which to bring the tenancy into good standing or move. 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 be unfair to grant further relief from eviction, than what has already been agreed upon, pursuant to subsection 83(1) of the Act.

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:**

- \$5,781.80 if the payment is made on or before May 22, 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 24, 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 22, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,949.65. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
 6. If it is confirmed that the Tenant has made the payment of \$900.00 to the Landlord on April 9, 2026 and that the payment was successful, then this will be reflected in the summary of calculations and the total amount the Tenant owes the Landlord in either case, A or B, will be reduced by \$900.00.
 7. The Tenant shall also pay the Landlord compensation of \$62.70 per day for the use of the unit starting until the date the Tenant moves out of the unit.
 8. If the Tenant does not pay the Landlord the full amount owing on or before May 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 22, 2026, at 4.00% annually on the balance outstanding.
 9. If the unit is not vacated on or before May 22, 2026, then starting May 23, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 10. 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 23, 2026.

May 13, 2026
Date Issued

Farzana Kanji
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 23, 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 May 22, 2026

Rent Owing to May 31, 2026	\$5,535.80
Application Filing Fee	\$186.00
NSF Fees and Bank Charges	\$60.00
Total the Tenant must pay to continue the tenancy	\$5,781.80

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

Rent Owing to Hearing Date	\$3,628.64
Application Filing Fee	\$186.00
NSF Fees and Bank Charges	\$60.00
Less the amount of the last month's rent deposit	- \$1,905.15
Less the amount of interest held for the last month's rent deposit	-\$19.84
Total amount owing to the Landlord	\$1,949.65
Plus daily compensation owing for each day of occupation starting	\$62.70 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	