



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

**File Number:** LTB-L-016811-26

**In the matter of:** Basement Unit, 93 PRIMULA CRESCENT  
Toronto ON M9L1J9

**Between:** Simon Weldegiorgis Landlord

**And**

Kyle Elzner Tenants  
Donna Bardy

Simon Weldegiorgis (the 'Landlord') applied for an order to terminate the tenancy and evict KYLE Elzner and Donna Bardy (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 22, 2026.

The Landlord, and the Tenant, Donna Bardy (DB), attended the hearing.

### **Preliminary Issue:**

1. At the hearing I raised an issue that the N4 notice copy with the Board does not have signatures which could result in the L1 application being dismissed under s.43 of the *Residential Tenancies Act, 2006* (the 'Act').
2. The Landlord showed a signed copy which he testified that he served on the Tenants. The Landlord claims to have uploaded the wrong copy on Tribunals Ontario Portal.
3. The Tenant DB testified she does not have the original copy as it got wet the day it was served, and she cannot verify if it was signed or not.
4. Based on the evidence before me, I am satisfied that the Landlord served a signed copy to the Tenants as he was able to produce a copy right away on screen as soon it was asked for. The Landlord also provided a signed copy as a post-hearing submission.

### **Determinations:**

1. 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.

2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows:  $\$2,200.00 \times 12$ , divided by 365 days.
5. DB claimed that the Landlord did not account for two payments made by the Tenants in March and February 2026. The Landlord was able to provide clear evidence that the said payments were applied to previous arrears and have been accounted for. Based on the submissions, I find no deficiencies in the Landlord's accounting.
6. The Tenants have not made any payments since the application was filed.
7. The rent arrears owing to April 30, 2026, are \$7,700.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. DB testified that she lost her three jobs due to disturbed sleep at the rental unit. The Landlord has a baby who cries at odd hours and that disrupts her sleep. DB's performance slacked and she was laid off. DB has found a permanent position with the city and expects a paycheck soon. DB shares the rental unit with her son who contributes towards rent but no payments have been made since the application was filed.
12. The Tenants seek a \$125 per week payment plan since she has a stable job. The Landlord opposes it as he has had previous payment arrangements with the Tenants which were not adhered to.
13. DB also seeks additional time to move as she has large dog and it's not easy to find a reasonable place who allow dogs. She also is also hopeful that her application to the rent bank will get approved.
14. I am not convinced that the tenancy is viable. There have been no payments made since the application was filed even though one of the Tenants is gainfully employed. No evidence has been presented corroborating DB's employment status and income or an application with the rent. In the absence of such evidence, I am unable to conclude the Tenants are in a position to pay the arrears and rent.
15. The duration of the Tenants' proposal in my view would be prejudicial to the Landlord. I believe the Tenants have had sufficient time to secure alternative accommodations and believe any relief from eviction would be unfair to the Landlord.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$10,086.00 if the payment is made on or before May 15, 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 had paid the full amount owing as ordered, plus any additional rent that became due after May 15, 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 do not pay the amount required to void this order, the Tenants must move out of the rental unit on or before May 15, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$7,277.26. 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 Tenants shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting April 23, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before May 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 16, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 15, 2026, then starting May 16, 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 May 16, 2026.

**May 04, 2026**  
**Date Issued**

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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 16, 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 30, 2026**

|                                                           |                   |
|-----------------------------------------------------------|-------------------|
| Rent Owing to April 30, 2026                              | \$7,700.00        |
| Application Filing Fee                                    | \$186.00          |
| <b>Total the Tenants must pay to continue the tenancy</b> | <b>\$7,886.00</b> |

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 15, 2026**

|                                                           |                    |
|-----------------------------------------------------------|--------------------|
| Rent Owing to May 31, 2026                                | \$9,900.00         |
| Application Filing Fee                                    | \$186.00           |
| <b>Total the Tenants must pay to continue the tenancy</b> | <b>\$10,086.00</b> |

**C. Amount the Tenants must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing to Hearing Date                                                                                          | \$7,091.26           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$7,277.26</b>    |
| Plus, daily compensation owing for each day of occupation starting April 23, 2026                                   | \$72.33<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |