



Order under Section 69 Residential Tenancies Act, 2006

Citation: Katarya v Cliffton, 2026 ONLTB 35132

Date: 2026-04-29

File Number: LTB-L-011492-26

In the matter of: 163 DAIMLER DR
KITCHENER ON N2A4C7

Between: Kapil Katarya Landlord
Rajni Katarya

And

Daren Cliffton Tenant
Katheen Cliffton

Kapil Katarya and Rajni Katarya (the 'Landlord') applied for an order to terminate the tenancy and evict Daren Cliffton and Katheen Cliffton (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 Landlord, the Landlord's legal representative, Daria Berezowska, and the Tenant, Daren Cliffton, 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 \$3,250.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$106.85. This amount is calculated as follows: \$3,250.00 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 14, 2026 are \$17,500.00.

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 \$1,625.00 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 \$19.82 is owing to the Tenant for the period from September 15, 2025 to April 14, 2026.
10. The Tenant did not dispute the arrears. The Tenant testified that he has recently returned to work after a period of self-employment and proposed a repayment plan of \$950.00 per week. He reported household income of \$5,100.00 per month and monthly expenses including \$300.00 for food, \$60.00 for internet, \$30.00 for phone, \$200.00 for gas, \$220.00 for insurance, and \$400.00 for utilities. The Tenant requested 20 to 25 days to vacate if no payment plan was granted, citing that his children are disabled.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the Tenant's proposed repayment plan and personal circumstances. Aside from the first month's rent, the Tenant has not made any rent payments throughout the tenancy and has made no payments since the application was filed. Given this payment history, I am not satisfied that the Tenant would be able to adhere to the proposed repayment plan of \$950.00 per week. The Tenant's stated monthly income and expenses also do not demonstrate a reliable capacity to sustain payments of that magnitude on top of ongoing rent.
12. While I am sympathetic to the Tenant's family circumstances, the arrears are substantial and continuing to grow, and granting a repayment plan in these circumstances would be unfair to the Landlord. I find that it would be unfair to grant relief from eviction or to order a repayment plan 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:**
 - \$20,936.00 if the payment is made on or before May 10, 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 10, 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 10, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$16,041.18. 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. The Tenant shall also pay the Landlord compensation of \$106.85 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 Landlord the full amount owing on or before May 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 11, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 10, 2026, then starting May 11, 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 11, 2026.

April 29, 2026
Date Issued

Colin Elsby
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 11, 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 10, 2026

Rent Owing To May 14, 2026	\$20,750.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,936.00

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

Rent Owing To Hearing Date	\$17,500.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,625.00
Less the amount of the interest on the last month's rent deposit	- \$19.82
Total amount owing to the Landlord	\$16,041.18
Plus daily compensation owing for each day of occupation starting April 15, 2026	\$106.85 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	