



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

File Number: LTB-L-012029-26

In the matter of: 1005, 59 CONCESSION STREET
CAMBRIDGE ON N1R5Z6

Between: Starlight Canadian Residential Growth Fund III Landlord

And

Rasean Martin Tenant

Starlight Canadian Residential Growth Fund III (the 'Landlord') applied for an order to terminate the tenancy and evict Rasean Martin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's legal representative, Sean Beard, 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 \$2,494.95. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.03. This amount is calculated as follows: \$2,494.95 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 \$9,289.80.
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 \$2,190.00 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 \$14.24 is owing to the Tenant for the period from January 1, 2026, to April 23, 2026.

Landlord submissions

10. The position of the Landlord is the arrears owing are substantial, and the Tenant has made no payment since the application was filed.
11. The Landlord is seeking a standard order for arrears and eviction.

Tenant submissions

12. The Tenant does not dispute the arrears. The Tenant stated he and his partner separated in December 2025 and since he has been carrying the rent obligation on his own salary.
13. The Tenant requested the Board consider a repayment plan to preserve the tenancy and repay the Landlord.
14. The Tenant submitted financials to the Board to determine if the Tenant can afford a repayment plan.
15. The Tenant is employed full time as a labourer and part time as an Uber driver with a total combined income after tax of \$3,300.00 per month.
16. Based on the Tenant's submission his lawful rent, car payment and car insurance total \$3,342.00 per month. I did not require the Tenant to make further submissions on his expenses given he is spending more than he is earning on the submissions above.
17. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. In this case, based on the evidence and submissions before me I find the tenancy is not viable.
18. The Tenant requested a delayed order for eviction to May 31, 2026.
19. With the totality of the evidence and submissions before me I find it reasonable to grant the Tenant the short delay he requested in order to find alternative housing.
20. 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 May 31, 2026, pursuant to subsection 83(1)(b) of the Act.

21. This order contains all reasons for the determinations and order made. No further reasons will be 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:**
 - \$11,970.75 if the payment is made on or before May 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,663.30. 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 \$82.03 per day for the use of the unit starting April 24, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 1, 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 June 1, 2026.

May 1, 2026
Date Issued

Greg Brocanier
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 December 1, 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 31, 2026

Rent Owing To May 31, 2026	\$11,784.75
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,970.75

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

Rent Owing To Hearing Date	\$8,681.54
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,190.00
Less the amount of the interest on the last month's rent deposit	- \$14.24
Total amount owing to the Landlord	\$6,663.30
Plus, daily compensation owing for each day of occupation starting April 24, 2026	\$82.03 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	