



Order under Section 69 Residential Tenancies Act, 2006

Citation: ELM PLACE INC - 4 GOLDFINCH COURT v AGA, 2026 ONLTB 35540

Date: 2026-05-07

File Number: LTB-L-011927-26

In the matter of: PH03, 4 GOLDFINCH CRT
NORTH YORK ON M2R2C3

Between: Elm Place Inc - 4 Goldfinch Court

Landlord

And

Riza Aga

Tenant

Elm Place Inc - 4 Goldfinch Court (the 'Landlord') applied for an order to terminate the tenancy and evict Riza Aga (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 29, 2026.

Only the Landlord's 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 \$2,656.35. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$87.33. This amount is calculated as follows: \$2,656.35 x 12, divided by 365 days.
5. The Tenant has paid \$7,839.49 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$287.36. The Tenant does not dispute the arrears of rent.
7. The Tenant disputes owing the filing fee to the Landlord. His evidence was that he was unaware of the rental increases from the past two years although he does not dispute the amount owing.

8. The Landlord submits that a N4 notice of termination was served to the Tenant on January 12, 2026, claiming rent arrears for the months of January and February 2026. When the Landlord filed the application on February 7, 2026, while the Tenant did make payments, a balance of \$2,814.15 remained outstanding. Thus, the Landlord was entitled to file the L1 application and entitled to the reimbursement of the application filing fee.
9. Based on the evidence before me, I find the Tenant to be responsible for this amount. I say this because the Tenant's own evidence confirmed that he was in arrears of rent at the time the application was filed on February 7, 2026. In other words, the Landlord was entitled to file the application when they did.
10. While I am not bound to it, the Board's Interpretation Guideline #3 indicates that costs are ordered where the applicant is successful in proving their case. There are only a limited number of circumstances where costs would not usually be ordered. The application before the Board does not fall into one of these circumstances.
11. I find that the Tenant had fair warning of the application filing fee when the Landlord served the Tenant with the N4 notice of termination. On the first page of the notice and the third last paragraph, it states "if the Landlord applies to the Board to evict you ...you will likely have to pay the Landlord's filing fee in addition to what you owe."
12. The Tenant's own evidence supports the notion that the Landlord had valid grounds to file the application. Therefore, I find that the Tenant is responsible for this amount.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,552.50 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.
15. Interest on the rent deposit, in the amount of \$17.48 is owing to the Tenant for the period from January 1, 2026, to April 29, 2026.
16. The Tenant requested for an extended termination date of May 31, 2026, to make accommodations to pay the arrears in full, including the May 2026 lawful monthly rent.
17. The Landlord opposed the Tenant's request for an extended termination date. The Landlord submitted that a postponement to May 31, 2026, would be prejudicial, as the arrears remain outstanding and the Tenant has already had time to address the arrears. The Landlord submitted that a termination date of May 15, 2026, would provide the Tenant with a reasonable opportunity to either pay the outstanding arrears or secure alternate accommodations
18. The Act, like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."

19. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
20. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
21. Here, the Tenant provided evidence of his willingness and ability to pay both outstanding arrears on May 31, 2026. I therefore find that it is not unfair to postpone eviction to allow the Tenant to pay on or before May 31, 2026.
22. 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.

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:**
 - \$3,129.71 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. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$2,220.40. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$87.33 per day for compensation for the use of the unit starting April 30, 2026, until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. 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.

8. 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 7, 2026
Date Issued

Joshua Labbe
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 2, 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	\$10,783.20
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,839.49
Total the Tenant must pay to continue the tenancy	\$3,129.71

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

Rent Owing to Hearing Date	\$8,003.07
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,839.49
Less the amount of the last month's rent deposit	- \$2,552.50
Less the amount of the interest on the last month's rent deposit	- \$17.48
Total amount owing to the Landlord	\$(2,220.40)
Plus, daily compensation owing for each day of occupation starting April 30, 2026	\$87.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	