



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

File Number: LTB-L-016289-26

In the matter of: UPPER, 1644 DUFFERIN ST
TORONTO ON M6H3L8

Between: Racquel Smith Landlord

And

Olah Szabolcs Tenant

Racquel Smith (the 'Landlord') applied for an order to terminate the tenancy and evict Olah Szabolcs (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 4, 2026.

The Landlord's legal representative, Mark Ciobotaru ('MC'), 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 \$2,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agreed that the rent arrears owing to May 31, 2026 are \$8,400.00.
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 \$2,100.00 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 \$16.67 is owing to the Tenant for the period from December 18, 2025 to May 4, 2026.
10. The Tenant lives in the unit with her husband and 4 children. Her children are aged 2, 8, 9, and 14 years. The Tenant's 14-year-old child has cerebral palsy, has a home care nurse who attends the unit regularly, and the child's school bus picks the child up and drops him off to and from the unit each weekday.
11. Neither the Tenant nor her husband are presently working. The present household income consists of approximately \$2,300.00 per month from Ontario Works and \$3,100.00 per month for the child tax benefit. The total household income is \$5,400.00 per month.
12. The Tenant's evidence was that the household monthly expenses, including the rent, amount to approximately \$6,600.00.
13. The Tenant proposed a payment plan whereby she would pay the lawful monthly rent in full and on time, plus an additional \$200.00 per month toward the rent arrears. I do not find that this payment plan is feasible, because the household expenses exceed the household income by \$200.00 even before taking a rent arrears payment into account. The Tenant said she could speak with the Children's Aid Society for assistance with her 14-year-old child's expenses, but this is speculative, and the Tenant did not present documentary evidence to confirm that any financial assistance is available.
14. The Tenant said that if she is evicted, she would ask that eviction be delayed for 3 months.
15. MC sought a standard order, terminating the tenancy 11 days after the order is issued, without any delay. He submitted that, based on the Tenant's evidence, she cannot afford to pay the full monthly rent, or anything toward the rent arrears. MC submitted that if eviction is to be delayed, it should not be delayed past June 30, 2026.
16. In consideration of the Tenant's circumstances, I find that it is not unfair to delay eviction to June 30, 2026. This gives the Tenant a reasonable amount of time to secure other living accommodation. Any prejudice to the Landlord is attenuated by the fact that the Landlord is holding a last month's rent deposit. I informed the parties of this decision orally at the end of the hearing to allow the Tenant as much time as possible to seek out community supports to either help her void this order, or for the Tenant to find other accommodation.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 30, 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:**
 - \$8,586.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,686.00 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,645.49. 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 \$69.04 per day for the use of the unit starting May 5, 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 June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

May 15, 2026
Date Issued

Mark Melchers
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 January 1, 2027 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	\$8,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,586.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$10,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,686.00

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

Rent Owing To Hearing Date	\$6,576.16
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$16.67
Total amount owing to the Landlord	\$4,645.49
Plus daily compensation owing for each day of occupation starting May 5, 2026	\$69.04 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	