



Order under Section 69 Residential Tenancies Act, 2006

Citation: Israil v English, 2026 ONLTB 38819

Date: 2026-05-19

File Number: LTB-L-015503-26

In the matter of: 4736 Jepson Street
Niagara Falls ON L2E1J6

Between: Ninart Israil Landlord

And

Monika English Tenants
Tyler English

Ninart Israil (the 'Landlord') applied for an order to terminate the tenancy and evict Monika English and Tyler English (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 7, 2026. The Landlord and the Tenants attended the hearing.

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 \$1,850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.82. This amount is calculated as follows: \$1,850.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$12,800.00.
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 \$1,850.00 from the Tenants 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 \$160.89 is owing to the Tenants for the period from October 12, 2022 to May 7, 2026.
10. At the hearing the Tenants attempted to raise maintenance concerns pursuant to section 82 of the *Residential Tenancies Act, 2006* (the Act), which provides that on an application for arrears of rent, a tenant may raise any issue that could be the subject of an application made by the tenant under the Act.
11. The Tenants however failed to comply with the notice / disclosure requirements of section 82(2) of the Act and Rule 19.4 of the Board's *Rules of Procedure*. As of the hearing date, the Tenants had not served the Landlord or the Board with a list of issues to be raised under section 82 or any evidence to support their claims.
12. The Tenants provided no explanation for failing to comply with these requirements and as such, the Tenants were not permitted to raise their section 82 maintenance claims at the hearing, and the matter proceeded to only hear the Landlord's claim for arrears of rent.

Relief From Eviction:

13. 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.
14. At the hearing, the Tenants proposed a repayment plan in which they would pay \$5,000.00 immediately and then their monthly rent in full and on time, plus an additional \$500.00 per month towards the arrears commencing June 2026.
15. The Tenants testified that as of January 2026, their combined monthly income is approximately seven thousand dollars. Despite this however, the Tenants could not provide an explanation as to why no payments were made towards the rent throughout the last five months.
16. The Tenants have resided in the rental unit since 2022 and reside in the unit with their two children.
17. The Landlord opposed the repayment plan. The Landlord testified that he relies on the rental income to pay the mortgage and taxes on the rental property and that the Tenant's non-payment has caused financial hardship.
18. The Landlord also stated that the Tenants were previously subject to a prior application for non-payment of rent in the summer of 2025 (LTB-L-043455-25). Although the Landlord acknowledges that the Tenants paid the arrears ordered as of August 31, 2025, the Board's application record confirms that the Tenants fell into arrears again within two months, which is what led to this current application being commenced.
19. Based on the evidence and submissions before the Board, I find that the tenancy is not viable and therefore the Tenant's proposed repayment plan is denied. The Tenants

pattern of non-payment of rent throughout the last year and lack of good faith payments, despite having sufficient income suggests to me that the Tenants are either unable to or unwilling to pay the monthly rent and are prioritizing other debts and expenses.

20. I find that it would be unfair to the Landlord to impose such a lengthy repayment plan given the circumstances.
21. I am however mindful to the fact that the Tenants have resided in the rental unit for four years and reside in the unit with two young children. As such, I find that it would not be unfair to delay termination to June 30, 2026, to allow some additional time to either secure alternate housing or to pay the arrears in full.
22. This Order contains all the reasons for this matter. No further reasons will issue.

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:**
 - \$12,986.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$14,836.00 if the payment is made on or before June 30, 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 have 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 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 June 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,550.85. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$60.82 per day for the use of the unit starting May 8, 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 June 30, 2026, the Tenants 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 19, 2026

Date Issued

Fabio Quattrociocchi

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	\$12,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,986.00

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	\$14,650.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,836.00

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

Rent Owing To Hearing Date	\$11,375.74
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,850.00
Less the amount of the interest on the last month's rent deposit	- \$160.89
Total amount owing to the Landlord	\$9,550.85
Plus daily compensation owing for each day of occupation starting May 8, 2026	\$60.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	