Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-020117-26

In the matter of: 106, 323 RUSHOLME RD
TORONTO ON M6H 2Z2

Between: Sterling Silver Development Corporation — Landlord

and

Kalab Woldeabzg — Tenant

Sterling Silver Development Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Kalab Woldeabzg (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 19, 2026.

The Landlord's representative, Sharon Harris, and the Tenant's representative, Hailu Ayalew, attended the hearing.

Determinations:

Preliminary issue

1. The Tenant's *representative* indicated that the Tenant vacated the rental unit on August 20, 2025. The Landlord's representative objected and referred to the lease agreement, which is mutually signed on August 20, 2025. She stated that the tenancy commenced on September 1, 2025 for a term of one year to October 31, 2026. Further, the Landlord has not been given notice that the unit is vacant or that the Tenant is not residing in the unit. The N4 notice shows that payment was being received until the Tenant went into arrears in February 2026. In addition, $5,549.00 has been received from the Tenant since the application has been filed.
2. I asked the Tenant's representative why he attended the hearing without his client given the issue raised. He requested that I adjourn the matter. I denied the adjournment because I called this matter at the end of the morning block at 11:55 a.m. and the Tenant's representative had since 9:00 a.m. to ensure the Tenant was present when the matter was called. Furthermore, the Tenant's representative filed no documentary evidence in support of his client's proposition. Based on the evidence before me, I find that there are payments

from the Tenant since the application has been filed which on a balance of probabilities indicate that the Tenant is in possession of the rental unit.

L1 Application

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is $2,699.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is $88.73. This amount is calculated as follows: $2,699.00 x 12, divided by 365 days.
7. The Tenant has paid $5,549.00 to the Landlord since the application was filed.
8. The rent arrears owing to May 31, 2026, are $2,675.00.
9. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of $2,699.00 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.
11. Interest on the rent deposit, in the amount of $21.58 is owing to the Tenant for the period from January 1, 2026, to May 19, 2026.

Relief from Eviction

12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. No other circumstances were presented to me. I did not have any evidence on which I could consider ordering a payment plan nor in the circumstances was I satisfied it was fair to extend the date for eviction without indication from the Tenant that they still wish to preserve the tenancy.

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 Board in trust:**

- $2,861.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

  OR

- $5,560.00 if the payment is made on or before June 8, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenant may also make a motion at the Board 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 8, 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 8, 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 $872.71. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant $88.73 per day for compensation for the use of the unit starting May 20, 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 June 8, 2026, then starting June 9, 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 9, 2026.

May 28, 2026
Date Issued

_____
Adeela Alvez
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 9, 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	$8,224.00
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $5,549.00
Total the Tenant must pay to continue the tenancy	**$2,861.00**

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 8, 2026

Rent Owing to June 30, 2026	$10,923.00
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $5,549.00
Total the Tenant must pay to continue the tenancy	**$5,560.00**

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

Rent Owing to Hearing Date	$7,210.87
Application Filing Fee	$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $5,549.00
Less the amount of the last month's rent deposit	- $2,699.00
Less the amount of the interest on the last month's rent deposit	- $21.58
Total amount owing to the Landlord	**$(872.71)**
Plus, daily compensation owing for each day of occupation starting May 20, 2026 **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is $50,000.00.	$88.73 (per day)