



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

File Number: LTB-L-023654-26

In the matter of: MAIN FLOOR, 16 GAGE AVE
SCARBOROUGH ON M1J 1T2

Between: Rafiqul Khan Landlord

And

Rebeca Serdaru Tenants
Tinel Dumitru

Rafiqul Khan (the 'Landlord') applied for an order to terminate the tenancy and evict Rebeca Serdaru and Tinel Dumitru (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 25, 2026.

The Landlord's agent, Mohsana Islam ('MI'), Landlord and the Tenant, Tinel Dumitru ('TD') attended the hearing

TD stated that Rebeca Serdaru was unable to join the hearing, and he was authorized to speak on her behalf.

Determinations:

Tenant's Request to Adjourn Denied

1. At the outset of the hearing, TD requested an adjournment. TD submits that he wished to have a legal representative present, and he was disputing the arrears for the month of December 2025.
2. The Landlord's agent opposed the request as the adjournment would be highly prejudicial due to the current arrears.
3. For the reasons that follow, the Tenant's request is denied.
4. In determining whether to grant the adjournment I have considered the factors set out in LTB Rule of Procedure 21.8.

5. I have also considered s. 183 of the *Residential Tenancies Act, 2006* (the “Act”) which directs the Board to “adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter.” Parties should assume that the hearing will proceed on the date stated in the Notice of Hearing. This means that the parties should be prepared to present their evidence, call and question witnesses and make their submissions.
6. The Board’s record reflects that the Tenants were served the Notice of Hearing (‘NOH’) on April 17, 2026. I am satisfied the Tenants have received sufficient notice of the hearing and have been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date.
7. While s.10 of the *Statutory Powers Procedure Act* (“SPPA”), provides that a party may be represented by a representative at a hearing, the right to seek legal advice or representation is not absolute, and an adjournment is not automatically granted when requested on this ground. In my view, the Tenants have had sufficient time to seek and obtain representation.
8. I believe it would be prejudicial to the Landlords to adjourn the hearing given the significant amount of arrears owing by the Tenants.

L1 Determination

9. The Landlord served the Tenant’s with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant’s 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.
10. As of the hearing date, the Tenant’s were still in possession of the rental unit.
11. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
13. The Tenant’s have not made any payments since the application was filed.
14. TD submits that December 2025 rental payment was paid in cash. However, the Tenants provided no details regarding this alleged payment or evidence to corroborate this payment. The Landlord’s agent disputes that this payment was made.
15. In *Mauti v. Gibbs*, [2019 ONSC 3355 \(CanLII\)](#), the Divisional Court held at paragraph 27 that while the Landlord bears the burden of proof in a rent arrears application, it is difficult for a landlord to prove a negative (i.e. non-payment of rent). Therefore, “. . .while the ultimate persuasive burden never shifts, once a landlord denies receiving funds, the tenant will have an evidentiary burden or a chance to advance some evidence to positively prove that he or she paid rent.”

16. While TD testified that he provided a payment in cash for December 2025 rent, I find that he has failed to supply readily accessible corroboratory evidence such as a bank statement showing the withdrawal from his bank or in its absence, clear and cogent oral testimony about the amount and date of the withdrawal.
17. Accordingly, I find that the Landlord's evidence establishes that the arrears owing to May 31, 2026 are \$18,000.00.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$3,000.00 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.
20. Interest on the rent deposit, in the amount of \$42.46 is owing to the Tenants for the period from September 22, 2025 to May 25, 2026.

Relief from Eviction

21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
22. TD testified he fell into arrears upon being terminated from his employment and has been facing challenges locating gainful employment and has been unable to obtain further employment. Further TD stated that he has not made payments towards utilities or other bills such as his cell phone bill.
23. TD submits that he has 2 children under 10-years of age residing with him and they have no other accommodations if the tenancy is terminated. TS further submits his children are registered in school and requests time to locate alternative accommodations.
24. The Landlord's agent submits the tenancy is not viable as the Tenants have been in arrears since December 2025 and have made no payments to demonstrate good faith to preserve the tenancy. Further they state that the Tenants provided no supporting documentary evidence for review to corroborate their testimony. Further, the Landlord's agent submits that TD offered a payment plan for \$1,000.00 per week until the arrears were paid in full on March 24, 2026 and no payments were received.
25. I am not satisfied this is a viable tenancy. I say this because the Tenants have made no payments to the Landlord since November 2025. The Tenant's have also failed to provide any evidence supporting any current or future income and the Tenants have not made any good faith payments to the Landlord despite offering a payment plan. The arrears are substantial. However, the Tenant's have 2 minor children, and I find it would not be unfair to delay the eviction until June 30, 2026 until the end of the school year.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$21,186.00 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 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 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 \$14,609.29. 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 \$98.63 per day for the use of the unit starting May 26, 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.

June 9, 2026
Date Issued

Angela Smith
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 June 30, 2026

Rent Owing To June 30, 2026	\$21,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,186.00

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

Rent Owing To Hearing Date	\$17,465.75
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$42.46
Total amount owing to the Landlord	\$14,609.29
Plus daily compensation owing for each day of occupation starting May 26, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	