



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

File Number: LTB-L-020597-26

In the matter of: 5305, 195 COMMERCE ST
CONCORD ON L4K 0P9

Between: Sazedur Rahman Milon Landlords
Mst Dilsad Begum

And

Luis Ramirez Tenants
Acosta Aguilar Ada Argentina

Sazedur Rahman Milon and Mst Dilsad Begum (the 'Landlords') applied for an order to terminate the tenancy and evict Luis Ramirez and Acosta Aguilar Ada Argentina (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 28, 2026.

The Landlord and the Tenant, Luis Ramirez ('LR') attended the hearing.

LR states that Acosta Aguilar Ada Argentina would not be attending the hearing and he had authorization to speak on her behalf.

Determinations:

Preliminary Issue:

Tenant's Withdrawal of Section 83 Issues

1. At the hearing, the Tenant sought to withdraw the issues he raised under section 82.
2. The Landlord consented to the withdrawal. Therefore, the section 82 issues were not considered.

L1 Application

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 \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenants have paid \$2,000.00 to the Landlord since the application was filed.
6. The Landlord's evidence is that the rent arrears owing for the period from January 1, 2026 to May 31, 2026 are \$4,000.00.
7. LR disputes the arrears for January 2026 and submits that the Landlord provided a 1-month abatement as a result of the size of the rental unit as there were other units that were larger for less monthly rent. LR stated that the offer occurred at the signing of the lease at the rental unit. Further, he stated he reached out to the Landlord via telephone after receiving the N4 Notice to discuss the Landlord's claim for arrears for January 2026.
8. The Landlord disputes that this conversation occurred and the details the Tenant provided.
9. While the Tenant testified that the Landlord offered a \$2,000.00 rent abatement for January 2026, no supporting documentary evidence to corroborate such an agreement was provided. The Landlord testified they had no knowledge of the rebate. Furthermore, the Landlord claimed the full rent owing for January 2026 in their application which supports the Landlord's position. Accordingly, I find the arrears owing to May 31, 2026 are \$4,000.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,000.00 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.
12. Interest on the rent deposit, in the amount of \$35.67 is owing to the Tenant for the period from July 23, 2025 to May 28, 2026.

Relief from Eviction

13. LR testified he fell into arrears upon loss of employment and in April 2026 and has recently regained employment. He states his income per month will be approximately \$3,400.00 as of June 2026 and his wife receives Employment Insurance and Child Tax Benefit totalling \$2,000.00 per month. Further, he stated that he has a newborn baby and would require a 2-week delay for eviction.
14. The Landlord submits that he is a full-time student and relies solely on Ontario Student Assistance Program to support himself and had to take out a second mortgage to ensure that he could afford the mortgage at the rental unit.

15. 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. As the Tenants recently have a newborn child and the Landlord did not oppose a delay, I find a delay appropriate, this will provide the Tenant time to locate alternative accommodations.

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:**
 - \$6,186.00 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 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 \$1,991.33. 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 \$65.75 per day for the use of the unit starting May 29, 2026 until the date the Tenants moves 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 4, 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	\$8,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Total the Tenant must pay to continue the tenancy	\$6,186.00

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

Rent Owing To Hearing Date	\$5,841.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$35.67
Total amount owing to the Landlord	\$1,991.33
Plus daily compensation owing for each day of occupation starting May 29, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	