



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2034215 ONTARIO INC v ZACKHARIYAS, 2026 ONLTB 43508

Date: 2026-06-01

File Number: LTB-L-085865-25

In the matter of: 2703, 12 YORK ST
TORONTO ON M5J0A9

Between: 2034215 ONTARIO INC Landlord

And

CASILDA ZACKHARIYAS Tenant

2034215 ONTARIO INC (the 'Landlord') applied for an order to terminate the tenancy and evict CASILDA ZACKHARIYAS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 20, 2026.

The Landlord's agent, Olatokunbo Ilori, and the Tenant attended the hearing.

Determinations:

1. This application was previously before the Board and was adjourned due to scheduling overflow. At that time, the Tenant was directed to provide particulars of any issues she intended to raise under section 82 of the Act, together with any supporting documentation, on or before January 31, 2026.
2. At the hearing, the Tenant sought to raise issues under section 82 of the Act relating to the Landlord's alleged failure to maintain the rental unit, including an allegation that a clothes dryer in the unit has not functioned since July 2024. The Tenant did not file the particulars and supporting materials she had been directed to provide by January 31, 2026, and did not offer a satisfactory explanation for the non-compliance. Having considered the Tenant's request, I declined to permit the Tenant to raise these issues at this hearing. The Tenant remains able to pursue any maintenance concerns by way of her own application, subject to any limitation periods.
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 \$1,900.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: $\$1,900.00 \times 12$, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. I find the rent arrears owing to April 30, 2026 are \$19,000.00, representing ten months of unpaid rent. The Tenant did not dispute that rent has not been paid for this period. The Tenant testified that her financial resources are being held in connection with a matter involving law enforcement, that she expects those resources to be released, and that she intends to pay the arrears in full, with additional amounts, once that occurs.
9. The Tenant did not provide any documentary evidence of the matter she described, of any charges, or of any hold on her funds. In any event, the existence of such a matter would not alter the Tenant's obligation under the tenancy agreement and the Act to pay rent as it falls due. Whatever the reason the Tenant has been unable to pay, the rent lawfully owing remains unpaid and the arrears are substantial. While I accept that the Tenant maintained the tenancy and paid rent over a lengthy period before these arrears accrued, that does not relieve her of liability for the amount now owing.
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 \$2,050.00 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.
12. Interest on the rent deposit, in the amount of \$205.71 is owing to the Tenant for the period from September 1, 2020 to April 20, 2026.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act. The Tenant has held the tenancy since September 1, 2020 and, on the evidence before me, paid rent without significant difficulty for a substantial period before the present arrears accrued. The Tenant expressed a clear intention to pay the full amount owing and asked at the hearing for approximately two months to do so. She did not propose a payment plan and indicated she would pay the balance in a single payment once her resources became available. Weighing against this, the arrears are significant, continue to accumulate, and the Landlord has been kept out of the rent over an extended period.
14. Balancing these considerations, I find that it would not be unfair to postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) of the Act. I am mindful that time has elapsed between the hearing and the issuance of this order; the postponement date reflects that elapsed time and provides the Tenant with more time than she requested at the hearing and a meaningful opportunity to pay the arrears and preserve the tenancy, while recognizing the Landlord's interest in not being kept out of rent or possession any longer than is reasonable.

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:**
 - \$22,986.00 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 \$16,279.69. 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 \$62.47 per day for the use of the unit starting April 21, 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.

June 1, 2026
Date Issued

Colin Elsby
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	\$22,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$22,986.00

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

Rent Owing To Hearing Date	\$18,349.40
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,050.00
Less the amount of the interest on the last month's rent deposit	- \$205.71
Total amount owing to the Landlord	\$16,279.69
Plus daily compensation owing for each day of occupation starting April 21, 2026	\$62.47 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	