



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

File Number: LTB-L-022654-26

In the matter of: 704, 368 OXFORD ST W
LONDON ON N6H1T4

Between: CAPREIT Limited Partnership Landlord

And

Zafu Gebresedkan Fesha Tenants
Roza Haile Mulaw

CAPREIT Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Zafu Gebresedkan Fesha and Roza Haile Mulaw (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 26, 2026.

The Landlord's Legal Representative, Gabriela Quaresma, the Tenant's Interpreter, Najlah AlHajeh, 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 \$1,751.01. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$57.57. This amount is calculated as follows: \$1,751.01 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to the May 31, 2026, are \$12,099.14. The Tenants did not dispute the amount of arrears.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Relief from Eviction:

9. Pursuant to subsection 83(2) of the *Residential Tenancies Act, 2006* (the "Act"), the Board is required to consider "all of the circumstances" to determine whether or not it would be unfair to refuse eviction, delay eviction or put in place some sort of conditional order.
10. The Landlord seeks a standard order terminating the tenancy and evicting the Tenants because the Tenants have not paid any rent since February 2026. The Landlord's Legal Representative submitted that the Tenants have not responded to the Landlord's notices of payment due nor attempted to make any partial rent payments. As the Tenants have not paid rent to the Landlord for several months, the arrears continue to grow. Furthermore, as the Tenants have had no communications with the Landlord with respect to the rent arrears and are both unemployed, the Landlord feels it would be reasonable to terminate the tenancy and evict the Tenants, especially in light of the fact that this is not the first time the Landlord has brought an L1 Application before the Board pertaining to the Tenants.
11. The Tenants wish to preserve the tenancy and their Interpreter submitted that the Tenants are hopeful that within 2 months, all the outstanding rent arrears will be cleared.
12. The Interpreter submitted that the Tenants are refugees in this country with no place else to go. The Tenants are mother and daughter and both have serious medical issues. The Tenants do not speak English and nor do they have any friends or family here. The Interpreter also said that there is no place in any shelter where the Tenants could go to.
13. The Tenants had been receiving \$1,200.00 per month in ODSP payments and the Landlord's Legal Representative asked the Tenants why they had not attempted to even make partial rent payments from those funds as a show of good faith. The Tenant testified that she was not aware the rent payments were in arrears as the payments were on a pre-authorised payment plan. The Tenant testified that she was not aware the funds were coming back as NSF.
14. When asked what actions the Tenants took when they began receiving all the notices under their door for non-payment of rent, the Tenant incorrectly attested that the first document she received from the Landlord was in a ledger document in April. The Tenants further attested that letters from the Landlord pertaining to rent arrears started being sent to them 3 months ago.
15. The Interpreter submitted that as the Tenants do not speak or understand English, they did not understand what the notices meant or what was written in them.
16. The Interpreter submitted that both Tenants are unemployed and that one of the Tenant's did receive a letter confirming she will receive ODSP payments, but it is still unknown how much she will receive and from when the payments will start.

17. The Interpreter submitted that the Tenants have asked the Landlord to reduce their monthly rent amount temporarily until they receive confirmation of ODSP funds and financial help from the community.
18. The Interpreter submitted that the Tenants would receive financial help from the community to assist with clearing the arrears owing to the Landlord. She also submitted that the Tenant is prepared to make some payments towards their rent in the interim.
19. In closing submissions, the Landlord's Legal Representative submitted that there the current amount of \$1,200.00 that the Tenants were receiving from Ontario Works does not even cover the rent amount and consequently does not believe that moving forward, even with the ODSP payments, especially as the amount to be received is currently unknown, the Tenants will be able to meet their monthly rent obligation.
20. The Landlord's Legal Representative also submitted that granting the Tenants an additional 2-month time extension to clear the arrears would be prejudicial to the Landlord because the arrears would only increase and she did not believe it was viable for the Tenants to clear the outstanding arrears as well as meet the monthly rental payment obligation for June and July.
21. In closing submissions, the Interpreter asked the Tenants be granted a 2-month time extension to resolve their situation and clear the arrears as by then there will be confirmation on what the ODSP payments will be as well as clarity on how much financial support they will receive from the community.
22. Given all the evidence and submissions before me, I am satisfied that it would not be unfair to the Landlord to give the Tenant some additional time to either resolve their arrears or find an alternative place to live. The Tenants have not paid rent to the Landlord in quite some time, and it does not appear that they have the means to pay the rent in full each month. While I accept the Tenants have ongoing difficulties and challenges, they have not made substantial efforts to contact the Landlord to try and find a resolution. This tenancy, in my view, is just not viable any longer and to prolong it would be prejudicial to the Landlord and unfair to the Tenants as the arrears are surmounting.
23. However, given their circumstances, I have considered all 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 July 31, 2026, pursuant to subsection 83(1)(b) of the Act.

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:**

\$15,787.16 if the payment is made on or before July 31, 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 July 31, 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 July 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,285.14. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$57.57 per day for the use of the unit starting May 27, 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 July 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.

June 16, 2026
Date Issued

Farzana Kanji
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 February 1, 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 July 31, 2026

Rent Owing To July 31, 2026	\$15,601.16
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,787.16

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

Rent Owing To Hearing Date	\$12,099.14
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$12,285.14
Plus daily compensation owing for each day of occupation starting	\$57.57 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	