



Order under Section 69 Residential Tenancies Act, 2006

Citation: K&G Apartment Holdings II Inc. v Bedoumra, 2026 ONLTB 43753

Date: 2026-06-11

File Number: LTB-L-019997-26

In the matter of: 1507, 305 ROEHAMPTON AVE
TORONTO ON M4P0B2

Between: K&G Apartment Holdings II Inc. Landlord

And

Mekila Bedoumra Tenant
Steve Bedoumra
Louise Bedoumra

K&G Apartment Holdings II Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Mekila Bedoumra, Steve Bedoumra and Louise Bedoumra (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 14, 2026.

The Landlord's Legal Representative Nicole Ruby and the Tenant, Mekila Bedoumra, attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,969.71. It is due on the first day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$97.63. This amount is calculated as follows: \$2,969.71 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 May 31, 2026, are \$14,817.54 The Tenant 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. The Landlord collected a rent deposit of \$2,969.71 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.
9. The Tenant (MB) submitted that his employment is seasonal. Previously he had secured employment during the winter months, but this has not been the case for the past two winters and he has fallen behind in paying the rent. MB expressed his desire to find additional work, but nothing has materialized. MB suggested a repayment plan of \$1,000 per month in addition to the monthly rent, but in my view this is unrealistic given the amount of arrears owing and the fact that the Tenants have not been able to pay the existing monthly rent.
10. MB indicated that it would be a hardship to move but did not provide any specifics. The Landlord is under financial pressure, having received only \$3,000 in rent from the Tenants so far in 2026. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$17,973.25 if the payment is made on or before June 22, 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 22, 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 22, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,430.94. 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 \$97.63 per day for the use of the unit starting May 15, 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 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 23, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 22, 2026, then starting June 23, 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 June 23, 2026.

June 11, 2026
Date Issued

Heather Woodside
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 23, 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 June 22, 2026

Rent Owing To June 30, 2026	\$17,787.25
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,973.25

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

Rent Owing To Hearing Date	\$13,214.65
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,969.71
Total amount owing to the Landlord	\$10,430.94
Plus, daily compensation owing for each day of occupation starting May 15, 2026	\$97.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	