



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-039178-26

In the matter of: 1808, 55 ONTARIO ST
TORONTO ON M5A0T8

Between: KAILIN JUSTINE KIMSA Landlord

And

STEPHAN HOWARD Tenant
MARIO HOWARD

KAILIN JUSTINE KIMSA (the 'Landlord') applied for an order to terminate the tenancy and evict STEPHAN HOWARD and MARIO HOWARD (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on June 2, 2026.

The Landlord's Agents Mandi Kimsa, Kevin Kimsa, the Landlord's Representative Ravis Mohebbian and the Tenant Stephan Howard attended the hearing.

Determinations:

L1 Application – Non-Payment of Rent

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 \$3,000.00. It is due on the 1st day of each month.
4. 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.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$36,500.00.
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.

L2 Application – Persistent Late Payment of Rent

9. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 17 times in the past 21 months.
10. The Landlord's Representative submitted that since the filing of the application, the Tenant has made no payments of rent.

Relief from Eviction

11. The Landlord is seeking a standard order terminating the tenancy, with an eviction date 11 days from the date of this order.
12. The Tenant submitted that he has terminal cancer, as a result he cannot work and has no income. He submitted that he has been accepted into Toronto Housing and is requesting an extended period of 3 to 5 months to vacate the unit.
13. The Tenant further submitted that he had entered into a consumer proposal which was not yet completed and would be seeking to add the arrears in this application to the proposal.
14. I find that although the Tenant may seek to add the arrears in this application, as of the date of the hearing, this was not done and therefore the eviction is not stayed under section 69.3 of the Bankruptcy and Insolvency Act (the "BIA").
15. Furthermore, if the arrears were included in the consumer proposal, section 84.2 of the BIA says that the Board cannot make an order under section 69 terminating the tenancy and evicting the tenant based only on the fact that rent was owing when the bankruptcy started [OR on the Date of Bankruptcy]. It is possible, however, for the Board to terminate a tenancy and evict a tenant based on other grounds such as, for example, the tenant having caused undue damage to the rental unit [RTA, ss. 62 and 63], or having caused substantial interference [RTA, s. 64]. [See, for example, *Structures Métropolitaines (smi) Inc. v. Ryszard Pasternak*, 2014 CanLII 110518 (QC TAL) and *Piperni v. Saucier*, 2014 CanLII 145597 (QC TAL) ((unofficial translation))].
16. 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 July 31, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 29, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application.
3. As of the date of the hearing, the Tenant owes the Landlord \$33,883.26. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$98.63 per day for the use of the unit starting July 31, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.
6. 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.
7. 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 18, 2026
Date Issued

Brenda Mercer
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 of the Tenant expires on February 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 as the tenancy is terminated

Rent Owing To June 2, 2026	\$33,697.26
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$33,883.26
Plus daily compensation owing for each day of occupation starting June 3, 2026	\$98.63 (per day)