



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-027039-26

In the matter of: 1301, 15 Vena Way
North York ON M9M0G8

Between: Medallion Corporation Landlord

And

Nadira Duhaney Tenant

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Nadira Duhaney (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 4, 2026.

The Landlord's Legal Representative, Marija Jelic, and the Tenant's Agent, George Darkoh ('G.D') attended the hearing.

Determinations:

Representation Before the Board

1. The Tenant authorized G.D to act on their behalf, as it appears from a copy of the email sent by the Tenant to the Landlord on June 4, 2026 (DOC-8156611, page 1 of 5; Exhibit 1).
2. As G.D was a friend or neighbour of the Tenant, who is not in the business of providing legal services, did not receive any compensation for the representation, and does not provide legal services more than three (3) matters in a year, they were authorized to proceed in representing the Tenant for the purposes of the hearing.¹

Arrears of Rent

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.

¹ *Practice Direction on Representation before the Landlord and Tenant Board.*

5. The parties agreed that the lawful rent is \$1,959.00. It is due on the first (1st) day of each month.
6. Based on the monthly rent, the daily rent/compensation is \$64.41. This amount is calculated as follows: \$1,959.00 x 12, divided by 365 days.
7. The parties agreed that the Tenant has not made any payments since the application was filed.
8. The parties agreed that the rent arrears owing to June 30, 2026, are therefore in the amount of \$15,671.08.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,061.21 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.
11. Interest on the rent deposit, in the amount of \$29.29 is owing to the Tenant for the period from October 1, 2025, to June 4, 2026.

Relief from Eviction

12. The Landlord sought the termination of the tenancy due to the amount of the rent arrears. They are of the position that the tenant no longer has the financial means to continue the tenancy.
13. The Landlord has attempted to negotiate with the Tenant an agreement including terms of payment for the Tenant's arrears, but the parties were unable to come to terms and the Tenant failed to submit any payments, as it appears from a copy of the letter dated November 19, 2025, sent by the Landlord to the Tenant, along with the N4 Notice, and a copy of the email correspondences between the Landlord and the Tenant between May 26, 2026, and May 27, 2026. (DOC-7648913, page 2 of 4, and DOC-8156611 pages 2 to 5 of 5; Exhibit 2, *in bundle*).
14. G.D testified that the Tenant moved into the rental unit on October 1, 2023, and currently occupies the rental unit by themselves.
15. G.D indicated that the Tenant did not have the financial means to pay the lawful monthly rent in full, and therefore stopped making payments altogether.
16. G.D estimates that the Tenant's monthly income is in the amount of \$3,500.00 between their current employment and the assistance that they receive from friends and family. They estimate the Tenant's monthly expenses to be around \$3,979.00.
17. G.D stated that the Tenant intends to continue the tenancy. They propose to start paying the lawful monthly rent in full and on time on the first (1st) of each month, as of July 1, 2026, along with the amount of \$500.00 towards the arrears of rent, until the arrears are paid in full.

18. G.D was unsure as to whether or not the Tenant had started searching for alternate housing accommodations. If the tenancy were to be terminated, they suggested a delay of two (2) months in order to allow the Tenant to “get her stuff.”

Analysis

19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act*, 2006 (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, along with the length of the tenancy, the time which has elapsed since the service of the N4 Notice, and the Tenant's payment history since the filing of the application, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
20. While the Tenant proposed to enter into an extended repayment plan to pay the arrears of rent and continue the tenancy, the Tenant did not provide any documents, such as bank statements or pay stubs, to substantiate their income and financial means.
21. I also note that the expenses presented by G.D were vague and imprecise; and that they themselves recognized that they were unaware of some of the Tenant's recurring expenses, and that some of the numbers they had presented equated to guesses as opposes to more exact figures.
22. As the Tenant limited these particular submissions to general statements that were not corroborated by any supporting evidence or details and considering that the Tenant has failed to submit a singular payment to the Landlord since the filing of the application, I am not satisfied that the Tenant has the financial means to enter into a repayment plan for their arrears of rent, especially when taking into consideration the Tenant's other financial obligations and commitments already outweigh their income.
23. While G.D suggested that they would provide the Tenant with additional financial assistance, I do not find them to be credible. Their testimony was also vague as to their own financial means, and was more akin to an effort to change or perfect their litigation strategy upon realizing that their original proposal was not sustainable.
24. Since it appears that Tenant does not have the financial capability to continue the tenancy of their own accord, under their current circumstances, I find the Tenant's inability to pay the arrears of rent and the ongoing rent would result in additional significant prejudice to the Landlord; and given the increasing amount of the rent arrears, I do not find it appropriate to grant relief from eviction.
25. The Landlord should no longer have to bear the burden of the Tenant's failure to pay the monthly rent and inability to pay the arrears of rent. I have therefore terminated the tenancy in accordance with the terms set out below.

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:**
 - \$15,857.08 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 \$12,065.22. 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 \$64.41 per day for the use of the unit starting June 5, 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 19, 2026
Date Issued

Alexandre Traboulsi
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	\$15,671.08
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,857.08

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

Rent Owing To Hearing Date	\$13,969.72
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,061.21
Less the amount of the interest on the last month's rent deposit	- \$29.29
Total amount owing to the Landlord	\$12,065.22
Plus daily compensation owing for each day of occupation starting June 5, 2026	\$64.41 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	