



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

File Number: LTB-L-026958-26

In the matter of: 207, 199 Upper Canada Dr
Toronto ON M2P1T3

Between: Minto Management Ltd as agent for 199 Upper Canada Drive Ltd Landlord

And

Shafayaddin Gadirov Tenant

Minto Management Ltd as agent for 199 Upper Canada Drive Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Shafayaddin Gadirov (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 8, 2026.

The Landlord's Legal Representative, Faith McGregor, and the Tenant attended the hearing.

The Tenant spoke with *Tenant Duty Counsel* prior to the hearing.

Determinations:

Arrears 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 parties agreed that the lawful rent is \$1,994.00. It is due on the first (1st) day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$65.56. This amount is calculated as follows: \$1,994.00 x 12, divided by 365 days.
5. The parties agreed that the Tenant has paid \$1,642.50 to the Landlord since the application was filed.

6. The parties agreed that the rent arrears owing to June 30, 2026, are therefore in the amount of \$7,380.50.
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 \$1,994.00 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.
9. Interest on the rent deposit, in the amount of \$18.24 is owing to the Tenant for the period from January 1, 2026, to June 8, 2026.

Relief from Eviction

10. The Landlord sought the termination of the tenancy due to the amount of the rent arrears. They submit that the Tenant no longer has the intent to pay the arrears of rent owed to the Landlord.
11. The Landlord has attempted to negotiate with the Tenant an agreement including terms of payment for the Tenant's arrears, but the Tenant failed to abide by the terms of the previously agreed upon repayment schedule, as it appears from a copy of the repayment agreement executed between the Landlord and the Tenant on April 20, 2026 (DOC-7982807; Exhibit 1).
12. The Tenant testified that they moved into the rental unit on September 1, 2025. They currently occupy the rental unit with their spouse and minor child.
13. The Tenant indicated that they were in a car accident on February 17, 2026, and that their injuries impacted their ability to work, which in turn led to the arrears of rent starting to accrue.
14. They suggested that they have to attend a rehab facility to address lingering injuries stemming from the car accident.
15. The Tenant stated that they have been back to work on a full-time basis since the month of April 2026.
16. The Tenant estimates their monthly household income to be \$4,700.00, and their monthly expenses to be around \$4,081.00. They also have additional debt of over \$5,000.00.
17. The Tenant stated that they are not intent on continuing the tenancy, and are rather seeking to move out of the rental on August 31, 2026. They have already started searching for alternate accommodations.
18. The Tenant proposed to pay the Landlord the total amount of \$500.00 towards both the ongoing monthly rent and the arrears of rent until they move out, as they are seeking to set funds aside in order to be able to secure alternate accommodations.
19. The Tenant suggested that they would seek to start paying the remaining arrears of rent to the Landlord following their move out.

Analysis

20. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the length of the tenancy, whether the Landlord attempted to negotiate a repayment agreement with the Tenant, along with the Tenant's payment history since the filing of the application, and find that it would not be unfair to postpone the eviction until July 17, 2026, pursuant to subsection 83(1)(b) of the Act.
21. While the Tenant pointed to a car accident as the catalyst to their arrears of rent starting to accrue, I note that the Tenant had failed to pay their lawful monthly rent for the rental period starting February 1, 2026, and ending February 28, 2026, on or before February 1, 2026, which is prior to the date of the aforementioned accident.
22. Whereas the Tenant vaguely referenced having tremors following the February 17, 2026, accident, they did not submit medical notes for the Board to consider; nor did they specify an adequate description of the diagnosis or clarify the effect of any such diagnosis on their ability to work or move out of the rental unit or when - in the opinion of a medical professional - the Tenant would be able to move¹.
23. Furthermore, a review of the Tenant's finances suggests that the Tenant has the means to pay the lawful monthly rent in full, in addition to making payments towards the arrears of rent. Yet, instead to making such payments, or committing to a payment plan, the Tenant has elected – of their own accord – to withhold such funds in order to try to facilitate securing alternate housing accommodations.
24. Although the Tenant sought to remain in the rental unit until at least August 31, 2026, their proposal will only lead to the arrears of rent to continue to accrue. While they suggested that they would start paying the Landlord following their move out, it is unclear as to how the Tenant would seek to do so when considering their current resources and other financial obligations – which presumably would include paying rent to another landlord upon their move out. I therefore do not find it appropriate to delay the termination of the tenancy beyond July 17, 2026.
25. The Tenant has only submitted limited payments to the Landlord since the filing of the application, and the arrears of rent more than doubled since then.
26. The Landlord should no longer have to bear the burden of the Tenant's failure to pay the monthly rent and the arrears of rent. I have therefore terminated the tenancy in accordance with the terms set out below.
27. The delayed eviction date will allow the Tenant additional time to seek financial assistance in order to pay the arrears and continue the tenancy. In the alternative, the Tenant will have additional time to search for new housing accommodations for themselves and their family.
28. While the Landlord requested a more expedited termination of the tenancy, I find that the prejudice to the Landlord is minimized as the Landlord holds a last month's rent on deposit and the extension is not prolonged.

¹ *Wang v. Oloo, 2023 ONSC 1028.*

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:**
 - \$7,566.50 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,560.50 if the payment is made on or before July 17, 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 July 17, 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 July 17, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,084.74. 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 \$65.56 per day for the use of the unit starting June 9, 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 July 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 18, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 17, 2026, then starting July 18, 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 18, 2026.

June 18, 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 18, 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	\$9,023.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,642.50
Total the Tenant must pay to continue the tenancy	\$7,566.50

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 17, 2026

Rent Owing to July 31, 2026	\$11,017.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,642.50
Total the Tenant must pay to continue the tenancy	\$9,560.50

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

Rent Owing to Hearing Date	\$7,553.48
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,642.50
Less the amount of the last month's rent deposit	- \$1,994.00
Less the amount of the interest on the last month's rent deposit	- \$18.24
Total amount owing to the Landlord	\$4,084.74
Plus daily compensation owing for each day of occupation starting June 9, 2026	\$65.56 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	