



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-107595-25-RV

In the matter of: A Room, 54 SHARPECROFT BLVD
NORTH YORK ON M3J3G1

Between: Felix Ehigiator Landlord

And

Justin Adlmathra Tenant

Review Order

Felix Ehigiator (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Adlmathra (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-107595-25 issued on March 11, 2026. Only the Landlord attended the hearing.

On March 24, 2026, the Landlord requested a review of the order and that the order be stayed until the Landlord's request to review the order is resolved

On March 26, 2026, interim order LTB-L-107595-25-RV-IN was issued staying the order issued on March 11, 2026.

This review request was heard by videoconference on May 7, 2026. Only the Landlord attended the hearing.

As of 1:24 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Request to Review

1. By way of background, the Landlord filed a L1 application on December 22, 2025. On the application, the Landlord did not indicate that there was a unit, apartment, or suite number for the rental unit. The hearing for the L1 application was held on March 3, 2026. The Tenant did not attend and the Landlord did not request the Board to amend the application

to include “A Room” for the rental unit. As such, LTB-L-107595-25 issued on March 11, 2026 terminated the tenancy for 54 Sharpecroft Blvd, North York, ON M3J 3G1 (“54 Sharpecroft”).

2. The Landlord filed the request to review alleging that the Board seriously erred as there are two separate units in 54 Sharpecroft and the Tenant resides only in the main floor unit. The Landlord submits that he was unaware of this error until he attempted to enforce the eviction order with the Sheriff and the Sheriff informed him that they had to evict the entire property.
3. Based on the above, I am satisfied that the review should be granted on the basis that the order issued on March 11, 2026 indicates the incorrect rental unit and terminates the tenancy of the upper unit without merits.
4. As such, the request to review order LTB-L-107595-25 issued on March 11, 2026 is granted. A *de novo* hearing was held to consider the Landlord's L1 application.

L1 Application

5. 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.
6. The Landlord requested that the application be amended to identify the rental unit as "A Room". The N4 Notice identifies the rental unit as follows:
7. The Landlord testified that the application and Notice of Hearing were served to the Tenant by placing the documents under the door of the rental unit. The Landlord also affirmed that the Tenant confirmed receipt of the documents. As such, I find it appropriate to grant the request to amend the application as there is no prejudice to the Tenant. Based on the submissions before the Board, the Tenant is aware of the proceedings and elected not to participate. The application is amended to include "A Room" in the address of the rental unit.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$800.00. It is due on the 19th day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12, divided by 365 days.
11. The Tenant has paid \$200.00 to the Landlord since the application was filed.
12. The rent arrears owing to May 18, 2026 are \$4,600.00.

13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. 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 and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing to present the Board with any of their circumstances.

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:**
 - \$5,586.00 if the payment is made on or before June 18, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$6,386.00 if the payment is made on or before June 28, 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 28, 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 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,459.40. 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 Tenant shall also pay the Landlord compensation of \$26.30 per day for the use of the unit starting May 8, 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 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 29, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 28, 2026, then starting June 29, 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 29, 2026.

June 17, 2026
Date Issued

Vicky Liu
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 29, 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 18, 2026

Rent Owing To June 18, 2026	\$5,600.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$200.00
Total the Tenant must pay to continue the tenancy	\$5,586.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 28, 2026

Rent Owing To July 18, 2026	\$6,400.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$200.00
Total the Tenant must pay to continue the tenancy	\$6,386.00

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

Rent Owing To Hearing Date	\$4,473.40
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$200.00
Total amount owing to the Landlord	\$4,459.40
Plus daily compensation owing for each day of occupation starting May 8, 2026	\$26.30 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	