



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

File Number: LTB-L-029045-26

In the matter of: 2 Upstairs, 1348 PRINCESS ST
KINGSTON ON K7M3E2

Between: Joyce Eikre Landlord
Kevin Eikre

And

Habiba Shaikh Tenant

Joyce Eikre and Kevin Eikre (the 'Landlord') applied for an order to terminate the tenancy and evict Habiba Shaikh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 16, 2026.

The Landlord's Legal Representative, Nicola R Diak, and the Tenant attended the hearing.

Determinations:

The Arrears Owning:

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 \$1,600.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 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 \$8,000.00.
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 \$1,600.00 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 \$43.63 is owing to the Tenant for the period from February 28, 2025, to June 16, 2026.

The Tenant's s. 82 issue

10. At the hearing, the Tenant attempted to raise their own issue under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). However, the Tenant did not provide advance notice to the Landlord or the Board of the intention to raise those issues.
11. Rule 19.4 of the Board's Rules of Procedure states that:

Unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears shall provide the other parties and the LTB with the following at least 7 days before the scheduled CMH or hearing: 1. a written description of each issue the tenant intends to raise; and 2. a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.

12. In addition, Rule 19.5 states that:

A tenant who fails to provide the LTB and other parties with a written description of each issue they intend to raise at the hearing as required in Rule 19.4 shall not be permitted to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears unless the LTB is satisfied that the tenant could not comply with the requirements.

13. In this case, the Tenant did not comply with the disclosure requirements set out in Rule 19.4. Accordingly, I refused to hear evidence of the Tenants' s. 82 issue. I note that this order does not prevent the Tenant from filing their own applications with the Board to address these issues.

Relief from Eviction:

14. 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 20, 2026, pursuant to subsection 83(1)(b) of the Act.
15. The Tenant testified that she intends to vacate the rental unit and requested additional time to do so. She testified that she suffers from a back injury that limits her ability to move her belongings without assistance. The Tenant stated that she requires additional time because she is waiting for friends to become available to assist with the move.
16. The Landlord's Legal Representative requested a standard eviction order and submitted that delays in scheduling the enforcement of eviction orders through the Sheriff's Office

may result in the Landlord waiting several additional weeks before vacant possession can be obtained.

17. Having considered the evidence and submissions before me, I find that a brief postponement of the eviction is appropriate. The Tenant's evidence establishes that she intends to vacate the rental unit and requires additional time due to her physical limitations and the need to arrange assistance with moving. While I acknowledge the Landlord's concerns regarding potential enforcement delays, no evidence was presented to establish that postponing the eviction until July 20, 2026, would cause undue prejudice or significant hardship to the Landlord.
18. In all of the circumstances, I am satisfied that postponing the eviction until July 20, 2026, appropriately balances the interests of both parties and is consistent with subsection 83(1)(b) 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:**
 - \$8,186.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,786.00 if the payment is made on or before July 20, 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 20, 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 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,783.97. 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 \$52.60 per day for the use of the unit starting June 17, 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 21, 2026, at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before July 20, 2026, then starting July 21, 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 21, 2026.

June 24, 2026
Date Issued

Joy Xiao
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 21, 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	\$8,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 20, 2026

Rent Owing To July 31, 2026	\$9,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,786.00

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

Rent Owing To Hearing Date	\$7,241.60
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$43.63
Total amount owing to the Landlord	\$5,783.97
Plus daily compensation owing for each day of occupation starting June 17, 2026	\$52.60 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	