



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

File Number: LTB-L-107948-25

In the matter of: 1721, 570 BAY ST
TORONTO ON M5G0B2

Between: BAY STREET RESIDENTIAL INC. Landlord

And

Ahmed Abd Elrazig Tenant

BAY STREET RESIDENTIAL INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Ahmed Abd Elrazig (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 26, 2026.

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

Determinations:

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 \$2,175.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$71.51. This amount is calculated as follows: \$2,175.00 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 the date of the hearing are \$13,050.00.
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 \$2,225.00 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 \$50.61 is owing to the Tenant for the period May 16, 2025, to June 29, 2026.

Relief from Eviction:

10. Pursuant to subsection 83(2) of the *Residential Tenancies Act, 2006* (the "Act"), the Board is required to consider "all of the circumstances" to determine whether or not it would be unfair to refuse eviction, delay eviction or put in place some sort of conditional order.
11. The Landlord seeks a standard order terminating the tenancy and evicting the Tenant because the Tenant has not paid any rent November 2025. The Landlord's Legal Representative submitted the Landlord reached out to the Tenant as recently as May 13, 2026, to agree to a payment plan but the Tenant was unresponsive. As the Tenant has not paid any rent to the Landlord, the arrears continue to grow. Furthermore, the Landlord's Legal Representative submitted that there has been no attempt of good faith by the Tenant with respect to the payment of rent. Also, as the Tenant is currently unemployed and has no income, the Landlord feels it would be reasonable to terminate the tenancy and evict the Tenant as it does not appear the Tenant would be able to meet his monthly rent obligation, and therefore, the arrears would continue to increase.
12. The Tenant testified that he was travelling last year and then broke his leg and therefore could not work. He testified that he had made attempts to pay his rent online in January but that his payment was not getting processed.
13. The Tenant wishes to preserve his tenancy and testified he has no issues with respect to paying half the arrears owing now and the balance in 3 months time. He also is now agreeable to a payment plan; however, he did not provide any concrete details of what that payment plan would look like. When asked by the Landlord's Legal Representative why he has not made any payment towards the rent arrears when he stated he can get access to \$10,000, he testified he did not want to take that money.
14. The Landlord's Legal Representative submitted that the Landlord declines any proposed payment plan as there has been no show of good faith on the part of the Tenant. Furthermore, the Tenant has no income to support himself and is incurring over \$3,000.00 per month in debt, including his monthly rent amount.
15. The Tenant then testified that he tried to make payments and propose payment plans on several occasions with the Landlord, but the Landlord refused to cooperate with him. However, the Tenant had no supporting documents to show that on a balance of probabilities, the Landlord interfered with the Tenant's attempts to make any payments.
16. Given all the evidence and submissions before me, I am satisfied that it would be unfairly prejudicial to the Landlord to delay or deny eviction. While I accept the Tenant has ongoing financial challenges, I am not satisfied that they have made every possible attempt to find

a resolution to pay the arrears. This tenancy, in my view, is just not viable any longer and to prolong it would be prejudicial to the Landlord and unfair to the Tenant as the arrears are surmounting.

17. Therefore, having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**
 - \$17,586.00 if the payment is made on or before July 10, 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 11, 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 10, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,960.39. 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 \$71.51 per day for the use of the unit starting July 11, 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 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 10, 2026, then starting July 11, 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 11, 2026.

June 29, 2026
Date Issued

Farzana Kanji
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 11, 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 July 10, 2026

Rent Owing To July 31, 2026	\$17,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,586.00

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

Rent Owing To Hearing Date	\$13,050.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,225.00
Less the amount of interest owed on the last month's rent deposit	-\$50.61
Total amount owing to the Landlord	\$10,960.39
Plus daily compensation owing for each day of occupation starting July 11, 2026	\$71.51 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	