



Tribunals Ontario
Landlord and Tenant Board

Tribunaux décisionnels Ontario
Commission de la location immobilière

I hereby certify this is a
true copy of an Order dated

APRIL 16, 2025


Landlord and Tenant Board

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

File Number: LTB-L-001819-25

In the matter of: 308, 455 SENTINEL RD
NORTH YORK ON M3J1V5

Between: Kingsley Kan Landlord

And

Ersin Altay Tenant

Kingsley Kan (the 'Landlord') applied for an order to terminate the tenancy and evict Ersin Altay (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 10, 2025.

The Landlord, Landlord's legal representative Denise Ranger, the Tenant, and Tenant's interpreter Merve Ozdemir attended the hearing.

Determinations:

L1 Application

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 \$2,225.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$73.15. This amount is calculated as follows: \$2,225.00 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 April 14, 2025 are \$22,250.00. This amount was not in dispute.
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 \$2,200.00 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 \$150.68 is owing to the Tenant for the period from July 15, 2022 to April 10, 2025.

Relief from eviction

10. The Tenant is not currently working and has experienced no luck in their quest for a full-time employment. The Tenant does run his own business but has no current contracts. The Tenant has two children living with him – ages 7 and 8. His sole source of current income is the child tax benefit of \$1,200.00 per month.
11. The Tenant confirmed they are unable to pay the rent moving forward or anything towards the arrears. The Tenant has other debts in which they have fallen behind on (including a car payment). The Tenant's main concern was getting their children through the school year.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including the impact of COVID-19 on the parties and 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.
13. I make this finding as it would be patently unfair to the Landlord to allow the arrears to escalate when the Tenant cannot commit to making any payment whatsoever. While the Tenant has two young children in school, I have weighed the prejudice of both parties and find it would be unfair to grant relief.

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:**
 - \$24,661.00 if the payment is made on or before April 27, 2025. 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 April 27, 2025 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 April 27, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$19,835.37. 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 \$73.15 per day for the use of the unit starting April 11, 2025 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 April 27, 2025, the Tenant will start to owe interest. This will be simple interest calculated from April 28, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 27, 2025, then starting April 28, 2025, 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 April 28, 2025.

April 16, 2025
Date Issued



Brett Lockwood
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 October 28, 2025 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.