



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087955-25

In the matter of: 811, 555 BRIMORTON DR
SCARBOROUGH ON M1H2E9

Between: Amaz Property Management Landlord

And

Shahzubair Khan Tenant

Amaz Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Shahzubair Khan (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on December 8, 2025.

The Landlord's legal representative, Emily Barbati and the Tenant attended the hearing

Determinations:

L1 Application – Non-Payment 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 lawful rent is \$1,569.74. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$51.61. This amount is calculated as follows: \$1,569.74 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 December 31, 2025 are \$15,428.96.

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 \$1,360.00 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 \$204.19 is owing to the Tenant for the period from September 25, 2017 to December 8, 2025.

L2 Application – Persistent Late Payment of Rent

10. On October 16, 2025, the Landlord gave the Tenant an N8 Notice of Termination (N8 notice), with a termination date of December 31, 2025. The notice of termination alleges the Tenant paid the rent late 11 months out of the 11-month period from December 2024 to October 2025.
11. I find that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 11 times in the past 11 months.
12. Since the notice was served the Tenant has not made any payments for the ongoing monthly rent.

Relief from Eviction

13. The Landlord sought a standard 11-day eviction order for the L1 application and a 12-month pay on time order for the L2 application. The Landlord's legal representative stated that the Landlord does not feel the tenancy is viable.
14. The Tenant testified that in September 2024 he became ill and was unable to work. As a result, he applied for income assistance through the Ontario Disability Support Program (ODSP). He stated that he was approved to receive \$365.00 per month beginning in approximately April 2025. The Tenant further testified that he has been unable to pay rent since March 2025. He also testified that his spouse was laid off from her employment and is currently receiving approximately \$1,564.00 per month in Employment Insurance benefits.
15. The Tenant acknowledged that he is unable to pay rent or make any payments toward the arrears. I find that the tenancy is no longer viable and that termination is appropriate. However, pursuant to section 83 of the *Residential Tenancies Act, 2006*, and having considered the Tenant's length of tenancy since 2017 and his ongoing chronic illness, I find it appropriate to delay the enforcement of the eviction order for a brief period. This delay will allow the Tenant and his spouse a reasonable opportunity to pack their belongings and make arrangements for alternative accommodation.
16. 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 January 31, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:**L1 Application – Non-Payment of Rent**

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:**
 - \$17,184.70 if the payment is made on or before January 31, 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 January 31, 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 January 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,893.91. 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 \$51.61 per day for the use of the unit starting December 9, 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 January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2026, then starting February 1, 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 February 1, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period **February 1, 2026 to January 31, 2027.**

12. If the Tenant fails to make any of the payments in paragraph **11** above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

January 7, 2026

Date Issued

Christina Philp

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 of the Tenant expires on August 1, 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 January 31, 2026

Rent Owing To January 31, 2026	\$16,998.70
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$17,184.70

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

Rent Owing To Hearing Date	\$14,272.10
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,360.00
Less the amount of the interest on the last month's rent deposit	- \$204.19
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$12,893.91
Plus daily compensation owing for each day of occupation starting December 9, 2025	\$51.61 (per day)