



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

File Number: LTB-L-084143-25

In the matter of: 207, 109 WESTWOOD DR
KITCHENER ON N2M2K7

Between: Greenwin Corp. Landlord

And

Mark Hotson Tenants
Kazanzi Ismail Kalla Kalla

Greenwin Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Mark Hotson and Kazanzi Ismail Kalla Kalla (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on December 9, 2025. The Landlord's legal representative Kundai Goverai attended the hearing. One of the Tenant's Kazanzi Ismail Kalla Kalla attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,925.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$63.29. This amount is calculated as follows: \$1,925.00 x 12, divided by 365 days.
5. The Tenants have paid \$1,070.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$5,560.00.
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 \$1,925.00 from the Tenants 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 \$17.27 is owing to the Tenants for the period from August 1, 2025 to December 9, 2025.
10. The Landlord states that rent reminders were sent to the Tenant since September 1, 2025 and with the reminders there was information inviting the Tenants to consider a payment plan. The Landlord states that the Landlord spoke with the Tenants on November 24, 2025 but there was no resolution reached regarding a repayment of the rent arrears.
11. The Landlord states that it delivered a cover letter with the L1 update sheet noting the total amount for the arrears to the rental unit on December 4, 2025 and emailed this information to the other Tenant Mark Hotson but no response was received.
12. The Tenant Kazanzi Ismail Kalla Kalla that he is paying his portion of the monthly rent but the other Tenant is not paying anything towards the monthly rent. The Tenant Kazanzi Ismail Kalla Kalla states that he moved in September 2025 but never received a copy of the lease agreement but also states he has never requested a copy of the lease agreement from the Landlord. The Landlord stated at the hearing that both Tenants are named on the lease agreement.
13. The Kazanzi Ismail Kalla Kalla states he does not agree to a payment plan to pay the ongoing monthly rent plus the amount owing for the rent arrears because the other Tenant is not paying anything to the Landlord.
14. Tenant Kazanzi Ismail Kalla Kalla states he has lived in Kitchener for two years and if he is forced to move, he requires 6-7 months to find another place to move to.

Analysis

15. I accept the Landlord's evidence that this is a joint tenancy as the Tenant the Tenant Kazanzi Ismail Kalla Kalla does not dispute moving into the rental unit and concedes he is responsible for paying a portion of the rent. While the Tenant Kazanzi Ismail Kalla Kalla states he does not have a copy of the lease agreement, he further testified that he never requested a copy of the lease agreement from the Landlord. Therefore, I find the Tenants are still responsible for paying their rent in full to the Landlord.
16. While it is unfortunate that one of the Tenants, Kazanzi Ismail Kalla Kalla is paying the monthly rent and the other Tenant is not, I cannot sever a joint tenancy. Therefore, I cannot terminate the tenancy for the Tenant who is not paying rent and allow the other Tenant to remain in the rental unit as this is not in accordance with the *Residential Tenancies Act, 2006* (the 'Act'). I have considered this factor when determining the date in which the tenancy should terminate. I understand that the Tenant Kazanzi Ismail Kalla Kalla would like to remain in the rental unit for 6-7 months so he can find another place to move to. I find this period would be too long as the arrears would continue to increase as I accept that the other Tenant Mark Hotson is not paying anything towards the rent. To allow the tenancy to continue for 6-7 months would cause significant prejudice to the Landlord. Therefore, I find postponing the eviction date until February 6, 2026 to be reasonable.

17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act. I accept that the Landlord attempted to negotiate a repayment of the arrears without success. I find that it would not be unfair to postpone the eviction until February 6, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,671.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$9,596.00 if the payment is made on or before February 6, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after February 6, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants does not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 6, 2026.**
5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$2,448.34. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$63.29 per day for the use of the unit starting December 10, 2025 until the date the Tenants moves out of the unit.
7. If the Tenants does not pay the Landlord the full amount owing on or before February 6, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 6, 2026, then starting February 7, 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 7, 2026.

January 6, 2026
Date Issued

Kimberly Parish
Vice Chair, 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 August 7, 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 Tenants 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	\$8,555.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,070.00
Total the Tenants must pay to continue the tenancy	\$7,671.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 6, 2026

Rent Owing To February 28, 2026	\$10,480.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,070.00
Total the Tenants must pay to continue the tenancy	\$9,596.00

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

Rent Owing To Hearing Date	\$5,274.61
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,070.00
Less the amount of the last month's rent deposit	- \$1,925.00
Less the amount of the interest on the last month's rent deposit	- \$17.27
Total amount owing to the Landlord	\$2,448.34
Plus daily compensation owing for each day of occupation starting December 10, 2025	\$63.29 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	