



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-069917-25

In the matter of: Basement, 440 KWAPIS BLVD
NEWMARKET ON L3X3K4

Between: Naveed Ali Khan Landlord

And

Anthony B MacDonald Tenant

Naveed Ali Khan (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony B MacDonald (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 15, 2025.

The Landlord, the Landlord Support Person, Bisma Khan 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 \$1,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 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 December 31, 2025, are \$14,400.00.
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 \$1,500.00 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 \$79.62 is owing to the Tenant for the period from November 1, 2023, to December 15, 2025.

Relief from Eviction

10. The Tenant requested a delay of eviction of 2-3 months, so they have more time to pay the amount owing to the Landlord or find another unit. The Tenant testified that they had experienced financial hardship during the past year due unforeseen circumstances which was the reason they have failed to pay the rent. They said their only source of income is from Ontario Works and is looking for other employment. They said they have some mental health issues and have reached out to community supports for help. They said they cannot afford to move and want to remain in the unit.
11. The Landlord opposed any further relief and requested a standard order to terminate the tenancy.
12. Based on the evidence and submissions before me, I find that while the Tenant's request for 2-3 months would be prejudicial to the Landlord, a short delay to January 31, 2026, is reasonable. They experienced genuine hardship in the past 6 months, which is the reason they fell behind in arrears. I am mindful that there is a last month's rent deposit, and I find that a delay of eviction would be reasonable in these circumstances. This will permit the Tenant additional time to pay the rent arrears and void the order to preserve the tenancy or find alternative housing. There is minimal prejudice to the Landlord as the Landlord holds a last month's rent deposit and no further arrears will accrue.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant 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:

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:**
 - \$16,086.00 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 \$12,246.18. 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 \$49.32 per day for the use of the unit starting December 16, 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.

January 8, 2026
Date Issued

Colette Myers
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 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	\$15,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,086.00

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

Rent Owing To Hearing Date, December 15, 2025	\$13,639.80
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,500.00
Less the amount of the interest on the last month's rent deposit	- \$79.62
Total amount owing to the Landlord	\$12,246.18
Plus daily compensation owing for each day of occupation starting December 16, 2025	\$49.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	