



Order under Section 69 Residential Tenancies Act, 2006

Citation: Fazil v Clarke, 2026 ONLTB 689

Date: 2026-01-07

File Number: LTB-L-011626-25

In the matter of: 5, 1864 DUNDAS ST
LONDON ON N5W3G2

Between: Malik Fazil Landlord

And

Shane Clarke Tenant

Malik Fazil (the 'Landlord') applied for an order to terminate the tenancy and evict Shane Clarke (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).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on December 17, 2025.

Only the Landlord's representative, Tiffany Chenard attended the hearing.

As of 9:30 AM, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$665.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$21.86. This amount is calculated as follows: \$665.00 x 12, divided by 365 days.
5. The Tenant has paid \$200.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025, are \$7,780.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

9. 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 9 times from January 2024 to December 2024.
10. Since January 2025, the Tenant has not paid rent.
11. The Landlord's application was originally set for a hearing on May 13, 2025. There was insufficient time left in the hearing block to start the hearing on that date and the hearing for the application was adjourned. An interim order was issued on May 28, 2025, directing the Tenant to pay the ongoing rent to the Landlord by the date it is due until this matter is resolved or the LTB ordered otherwise. Despite this interim order, the Tenant has made only a partial payment of \$200.00 on February 28, 2025.

Relief from Eviction

12. The Landlord's representative was unaware of any circumstances of the Tenant which would require me to delay or deny eviction. The Landlord's representative believes the Tenant lives alone in the rental unit and submits that the Landlord is a low-income senior who has dealt with persistent rent payments issues with this Tenant since 2021 causing the Landlord severe prejudice.
13. As stated above the Tenant did not comply with the interim order issued by the Board to pay the ongoing rent until this matter was resolved.
14. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 18, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application.

3. As of the date of the hearing, the Tenant owes the Landlord \$7,672.62. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$21.86 per day for the use of the unit starting December 18, 2025, to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 18, 2026, then starting January 19, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 January 19, 2026.

January 7, 2026
Date Issued

Melissa Anjema
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 July 19, 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 as the tenancy is terminated

Rent Owing To December 17, 2025	\$7,686.62
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$200.00
Total amount owing to the Landlord	\$7,672.62
Plus daily compensation owing for each day of occupation starting December 18, 2025	\$21.86 (per day)