



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

**Citation:** Homestead Land Holdings Limited v Al-Herwi, 2026 ONLTB 843

**Date:** 2026-01-05

**File Number:** LTB-L-083491-25

**In the matter of:** 206, 7307 CAMPEAU DR  
KANATA ON K2K3M3

**Between:** Homestead Land Holdings Limited Landlord

**And**

Mohamed Al-Herwi Tenant  
Intisar Al-Shaiba

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Mohamed Al-Herwi and Intisar Al-Shaiba (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's legal representative, Prarthana Bhat, and the Tenants attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

### **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 \$2,675.20. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$87.95. This amount is calculated as follows: \$2,675.20 x 12, divided by 365 days.
5. The Tenant has paid \$11,362.00 to the Landlord since the application was filed.

6. The rent arrears owing to December 31, 2025 are \$1,364.40.
7. The Tenant did not dispute any of the above noted facts. It was the Tenant's position that he should not have to pay the Landlord's filing fee.
8. The Tenant testified that the reason he fell into arrears was due to his father's passing and the Tenant's need to travel out of the country for a few months to settle his father's affairs. The Tenant stated he told the Landlord of his circumstances and that when he returned he tried to reach out to the Landlord to make payment arrangements but that the Landlord never replied to him.
9. The Board's Interpretation Guideline 3 entitled "Costs" provides helpful information to assist parties in understanding the Board's usual interpretation of the law. On the topic of costs for filing fees Guideline 3 says the following:

In most cases, the only costs allowed will be the application fee. **This should be ordered if the applicant is successful in obtaining an order which allows the relief they asked for in the application, or substantially all of that relief.** This includes cases which are resolved by an order based on an application for which no notice is required (sections 77 of the RTA). Where appropriate, this cost will be ordered regardless of whether or not the applicant seeks such a remedy.

It is anticipated that return of the application fee will not usually be ordered in the situations listed below:

1. Applications to increase rents above the guideline; such applications involve many respondents and it would be impractical to order costs in these cases.
2. Applications to evict tenants based on their own notice or agreement to terminate where the application is made before the date of termination.
3. Applications to evict a tenant based on a no-fault ground (e.g. a landlord application for termination of the tenancy for the landlord's own use).

[emphasis added]

10. The Tenant had the ability to void the Landlord's N4 notice by paying the stated arrears by the termination date thereby eliminating the Landlord's need to file an application. In this case the Landlord delayed filing their application by 3 months after the termination date on the N4.
11. I sympathize with the Tenant's loss; however, the Landlord has no other legal recourse to collect on missed rent payments other than filing an application with the Board and the Landlord has a right to do so. Therefore, the Tenant will be ordered to pay the Landlord's filing fee.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

13. The Landlord collected a rent deposit of \$2,613.43 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.
14. Interest on the rent deposit, in the amount of \$68.38 is owing to the Tenant for the period from December 1, 2024 to December 17, 2025.
15. The Tenant stated he could pay all arrears and costs by January 31, 2025, and requested a delay of termination to that date. The Landlord was agreeable with the Tenant's proposal.
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:**

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:**
  - \$4,225.60 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. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$2,311.46. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$87.95 per day for compensation for the use of the unit starting December 18, 2025 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. 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.
8. 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 5, 2026**  
**Date Issued**

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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 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                                                         | \$15,401.60       |
| Application Filing Fee                                                                 | \$186.00          |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$11,362.00     |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$4,225.60</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$11,546.35          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed                              | - \$11,362.00        |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$2,613.43         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$68.38            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$(2,311.46)</b>  |
| Plus daily compensation owing for each day of occupation starting December 18, 2025                                 | \$87.95<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |