



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-058687-25

In the matter of: 502, 90 EASTDALE AVE
EAST YORK ON M4C5A2

Between: 90 Eastdale Inc. Landlord

And

Mansoor Kamal Tenant
Maryam Abdulhaq

90 Eastdale Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Mansoor Kamal and Maryam Abdulhaq (hereafter collectively referred to as the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 4, 2025.

The Landlord's Agent, Shalina Nasser ('S.N'), the Landlord's Legal Representative, Sharon Harris and the tenant Mansoor Kamal ('M.K') attended the hearing.

M.K was authorized to act on behalf of Maryam Abdulhaq ('M.A') and declined an opportunity to speak with *Tenant Duty Counsel* prior to the hearing.

Determinations:

Procedural History

1. The application was first scheduled to be heard on September 29, 2025.
2. The matter was adjourned on September 29, 2025, as there was insufficient time to have the matter heard.
3. While no final determination was made with respect to the amount of the lawful rent, which was in dispute between the parties, the Tenant was directed to pay the Landlord the amount of \$2,311.36 towards the lawful rent, in full, on the first (1st) day of every month, as of November 1, 2025, until the matter was resolved¹.

¹ Interim order LTB-L-058687-25-IN, issued on October 3, 2025.

The Notices of Rent Increase and the N4 Notice of Termination

4. At the start of the hearing, the Tenant raised a preliminary issue with respect to the validity of the Notice to End Tenancy Early for Non-payment of Rent (the 'N4 Notice') as they disputed the amount of the lawful monthly rent.
5. The parties agree that the tenancy started on July 1, 2022, and that the lawful rent was in the amount of \$2,025.00 at the start of the tenancy, prior to securing a parking spot, as it appears from a copy of the rental application executed between the Landlord and M.A on June 9, 2022 (DOC-6923651; Exhibit 1).
6. The parties agree that the Tenant was duly served the N1 Notice of Rent Increase dated April 27, 2023, for which a rent increase to \$2,254.99 was scheduled to take effect as of August 1, 2023, as it appears from a copy of the N1 Notice of Rent Increase dated April 27, 2023 (hereafter referred to as the 'N1 Notice dated April 27, 2023', DOC-6840500, pages 6 and 7 of 11; Exhibit 2).
7. It is not in dispute that the N1 Notice dated April 27, 2023, was served to the Tenant by being placed through the mail slot of the rental unit.
8. S.N testified that they are a senior manager assigned to manage the residential complex.
9. S.N stated that the Tenant was served an N1 Notice of Rent Increase dated April 16, 2024, for which a rent increase to \$2,311.36 was scheduled to take effect as of August 1, 2024, as it appears from a copy of the N1 Notice of Rent Increase dated April 16, 2024 (hereafter referred to as the 'N1 Notice dated April 16, 2024, DOC-6840500, pages 8 and 9 of 11; Exhibit 3).
10. S.N indicated that the N1 Notice dated April 16, 2024, was served to the Tenant by mail by a former employee of the Landlord named Anastasia, as it appears from a copy of the Notice of Rent Increase Serving List completed and signed by Anastasia on April 16, 2024 (DOC-6852117, page 3 of 5; Exhibit 4).
11. S.N stated that Anastasia has no longer been at the employ of the Landlord since the month of May 2024. The Landlord is unaware of their current whereabouts and was therefore unable to call upon them to testify for the purposes of these proceedings.
12. M.K disputes that the Tenant was served the N1 Notice dated April 16, 2024, during the month of April 2024. They stated that they only became aware of the rent increase to \$2,311.36 after being served the N4 Notice on June 6, 2025.
13. M.K also disputes the validity of the N1 Notice dated April 27, 2023, and the N1 Notice dated April 16, 2024, as they both only list M.A as being the named tenant.
14. S.N indicated under-cross-examination that, at the start of the tenancy, only M.A was considered to be a tenant, as M.K was considered to be an occupant (Exhibit 1).
15. S.N stated under-cross-examination that the parties agreed to add M.K as a formal tenant to the tenancy following their email correspondences during the month of November 2024, as it appears from a copy of the email correspondences between the Landlord and the

Tenant dated November 13, 2024 (DOC-6923651; Exhibit 5). S.N disagreed that M.K was considered to be a leaseholder as of July 1, 2023.

16. The parties agree that the Tenant was duly served the N1 Notice of Rent Increase dated April 28, 2025, for which a rent increase to \$2,369.13 was scheduled to take effect as of August 1, 2025, as it appears from a copy of the N1 Notice of Rent Increase dated April 28, 2025 (hereafter referred to as the 'N1 Notice dated April 28, 2025, DOC-6840500, pages 10 and 11 of 11; Exhibit 6).
17. It is not in dispute that the N1 Notice dated April 28, 2025, was served to the Tenant by being placed through the mail slot of the rental unit.
18. The Tenant is of the position that as they were not served the N1 Notice dated April 16, 2024, the lawful rent should be in the amount of \$2,311.36 as of August 1, 2025.
19. M.K agrees that throughout the course of the tenancy, personalized notices have been communicated to the Tenant by being served by mail or placed through the mail slot of the rental unit.
20. On the basis of the evidence and submissions before me, I am satisfied, on a balance of probabilities, that M.K was considered to be an occupant at the inception of the tenancy, and was only considered to be a tenant² as of the month of November 2024. The testimony from S.N in this regard was consistent and credible and corroborated by documentary evidence (Exhibits 1 and 5) whose authenticity were not disputed by the M.K. While M.K claimed that they ought to have been considered as a tenant as of July 2023, they limited their submissions to general statements that were not corroborated by any supporting evidence or details. I find that M.K failed to meet the burden of proof to establish their claim.
21. As an occupant, M.K was certainly authorized to live in the rental unit. They did not – however – have a contractual relationship with the Landlord prior to November 2024³. As such, the Landlord was not required to include M.K on the N1 Notice dated April 27, 2023, and the N1 Notice dated April 16, 2024, nor were they required to serve the any such notice to M.K.
22. The *Statutory Powers Procedure Act, 1990* permits administrative tribunals to allow hearsay evidence. In *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083, the Divisional Court stated that administrative tribunals must first assess whether the hearsay evidence is necessary and reliable.
23. While the Notice of Rent Increase Serving List (Exhibit 4) submitted by the Landlord amounts to hearsay evidence, I find that it is necessary – as the individual who served the N1 Notice dated April 16, 2024, was no longer at the employ of the Landlord and their whereabouts are unbeknownst to the Landlord - and reliable as the documentary evidence was completed contemporaneously to the service of the aforementioned notice. Furthermore, S.N provided a clear and consistent testimony regarding standard practices used by the Landlord (with respect to the service of notices to tenants) over numerous years of employment, which I accept. The testimony provided by M.K also supported the Landlord's

² Section 2 of the *Residential Tenancies Act, 2006*.

³ Interpretation Guideline 21: Landlords, Tenants, Occupants and Residential Tenancies.

described practices as they confirmed that they primarily received notices by mail or through their mail slot.

24. As such, I am satisfied – on a balance of probabilities – that the Landlord gave the Tenant a valid N1 Notice dated April 16, 2024, which is deemed served on April 21, 2024, pursuant to subsection 191(3) of the *Residential Tenancies Act, 2006* (the 'Act').
25. Each of the aforementioned rent increases abided by the requirements of the Act⁴. Therefore, the lawful rent, inclusive of the parking fees⁵, was in the amount of:
- \$2,254.99 from August 1, 2023, to July 31, 2024 (Exhibit 2),
 - \$2,311.36 from August 1, 2024, to July 31, 2025 (Exhibit 3),
 - \$2,369.13 as of August 1, 2025 (Exhibit 6).
26. Accordingly, I find that the Landlord served the Tenant with a valid 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.
27. As of the hearing date, the Tenant was still in possession of the rental unit.

Arrears of Rent

28. At the time of the hearing, the lawful rent remains in the amount of \$2,369.13 (Exhibit 6). It is due on the first (1st) day of each month.
29. Based on the monthly rent, the daily rent/compensation is \$77.89. This amount is calculated as follows: \$2,369.13 x 12, divided by 365 days.
30. The Landlord submits that the Tenant has paid 11,555.00 since the filing of the application, as it appears from a copy of the Tenant's ledger (DOC-6840500, pages 2 to 5 of 11; Exhibit 7).
31. M.K testified that the Landlord had failed to take into consideration additional payments which the Tenant would have submitted to the Landlord, as it appears from a copy of the Tenant's rent payment history (DOC-6919978; Exhibit 8).
32. A comparison of the ledger (Exhibit 7) and the payment history (Exhibit 8) reveals that all payments submitted by the Tenant were duly recorded, accounted for, and applied by the Landlord.
33. As such, I am satisfied, on a balance of probabilities, that the Tenant has paid \$11,555.00 to the Landlord since the application was filed.
34. The rent arrears owing to December 31, 2025, are therefore \$952.44.

⁴ Sections 116 and 126 of the *Residential Tenancies Act, 2006*.

⁵ Section 123 of the *Residential Tenancies Act, 2006*.

35. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
36. The Landlord collected a rent deposit of \$2,254.99 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.
37. Interest on the rent deposit, in the amount of \$52.20 is owing to the Tenant for the period from January 1, 2025, to December 4, 2025.

Relief from Eviction

38. The Landlord sought the termination of the tenancy due to the amount of the rent arrears. The Landlord submits that they attempted to negotiate with the Tenant an agreement including terms of payment for the Tenant's arrears, but the Tenant was not responsive to the Landlord's overtures. With the Tenant failing to void the N4 Notice or discontinue the application, their preference is to terminate the tenancy on a more expedited basis in order to avoid incurring additional costs with respect to the lawful rent they are entitled to receive.
39. M.K testified that they currently occupy the rental unit with M.A and their three (3) minor children.
40. M.K estimates the monthly household income to be around \$4,000.00 and the monthly expenses to be around \$3,255.00 (excluding the lawful monthly rent). Their income and expenses were not disputed by the Landlord.
41. The Tenant submits that they have the financial means to continue the tenancy and projects that they would be able to pay all of the arrears of rent by January 31, 2026.
42. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, the length of the tenancy, along with the Tenant's payment history since the filing of the application, 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.
43. While I am cognizant that Tenant may need some time to find alternate housing accommodations, the Landlord should not have to further bear the burden of a Tenant's financial difficulties. The Tenant's current expenses (inclusive of the lawful monthly rent of \$2,369.13) outweigh their income, which puts into question the long-term sustainability of the tenancy; especially when taking into consideration that the Tenant led no evidence in regard to increasing their financial means.
44. I have therefore terminated the tenancy in accordance with the terms set out below.
45. The delayed eviction date will allow the Tenant additional time to seek financial assistance in order to pay the arrears within their proposed timeline and continue the tenancy. In the alternative, the Tenant will have additional time to search for new housing accommodations for themselves and their family.
46. While this is not their preferred outcome, the prejudice to the Landlord is minimized as they hold a last month's rent on deposit and the extension is not prolonged.

It is ordered that:

1. The interim order LTB-L-058687-25-IN, issued on October 3, 2025, is cancelled.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$3,507.57 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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.
5. **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.**
6. 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 \$3,226.32. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$77.89 per day for compensation for the use of the unit starting December 5, 2025, until the date the Tenant moves out of the unit.
7. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
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 5, 2026

Date Issued

Alexandre Traboulsi

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	\$14,876.57
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$11,555.00
Total the Tenant must pay to continue the tenancy	\$3,507.57

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

Rent Owing To Hearing Date	\$10,449.87
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$11,555.00
Less the amount of the last month's rent deposit	- \$2,254.99
Less the amount of the interest on the last month's rent deposit	- \$52.20
Total amount owing to the Landlord	\$(3,226.32)
Plus daily compensation owing for each day of occupation starting December 5, 2025	\$77.89 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	