



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

File Number: LTB-L-083245-25

In the matter of: 115, 140 PRESTIGE CIR
ORLEANS ON K4A1K4

Between: 10543969 Canada Inc. Landlord

And

Hussain Ahmad Tenant

10543969 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Hussain Ahmad (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 Agent, Celine Leger, and the Tenant's wife, who acted as his representative, Nour Saleh (NS), 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 \$2,169.25. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$71.32. This amount is calculated as follows: \$2,169.25 x 12, divided by 365 days.
5. The Tenant has paid \$8,937.00 to the Landlord since the application was filed.
6. The Landlord claimed that the rent arrears owing to December 31, 2025, are \$8,417.00.
7. NS testified that she was the one who called various landlords when they were searching for a rental unit, and they landed on this Landlord as they were offering good incentives, and the rent fit their budget after the incentives were applied. NS testified that the Landlord offered free rent for first and last month plus an additional discount for police officers and all utilities were included in the lawful rent. The leasing agent told her all this verbally on

the phone. The lease was subsequently signed by the Tenant, and NS was not present. The Tenant did not read the lease in detail, and they realised later that the lease did not include any free months and hydro was to be paid by the Tenant on top of rent. The leasing agent did not ask for first and last month deposit or give the hydro form to the Tenant when he signed the lease, further strengthening their belief that the first and last month were free and all utilities were included. NS believes the Landlord has been deceitful. They have tried numerous times to add her name as a Tenant and to get everything sorted out but the Landlord has not been very forthcoming. The Landlord is refusing to speak to Tenant's wife even though he has provided a written authorisation via email to the Landlord.

8. The Tenant moved in on May 1, 2025. The Tenant assumed the first month was free based on the agreement. After the move the Landlord then insisted on pre-authorised debit (PAD) which the Tenant was not in favour of. On the Landlord's insistence the Tenant reluctantly agreed to a PAD agreement starting June 1, 2025 (the second month of the tenancy). The Landlord did not collect the rent for June even after the PAD was authorised. The Tenant inquired from the leasing agent and there was no response and rent for July 2025 was also not collected. A new manager served them an N4 notice in July 2025. Finally, in October 2025 another new manager provided them the details for e-transfer and the Tenant has paid all their rent to date except the first month's rent which is being contested as free. NS had copies of her evidence printed including all emails sent to the Landlord since they moved in but were not submitted to the Board.
9. The Landlord's Agent stated that the Landlord relies on the signed lease and the lease does not provide for any free months of rent and hydro is not included in rent. The leasing agent does not work with the Landlord anymore. There are also no PAD agreements or void cheques on file. The Landlord also requires a Power of Attorney to allow someone to speak on the Tenant's behalf. The Landlord's Agent stated that the Landlord has never offered free first and last month as incentive to any renter.
10. I find that the Landlord's Agent does not have first-hand knowledge of the history and what happened between the parties like NS does. I do find that the Tenant did sign the lease which mentions that the Tenant is responsible for hydro bill and also to pay the first and last month's rent. There is a 5% discount for police officers which is being applied. The Tenant's base rent is \$2,216 plus parking, less the discount for a total of \$2,169.25. NS was not even sure about their lawful rent and has been paying \$2234.25 per month to date. There are many inconsistencies in the way the lease was handled by the Landlord. The Tenant has been forthcoming in paying off all the rent they believe was owing even after there were many gaps in the Landlord's attempts to reach a resolution. The rent arrears that remain are from the first month which NS firmly believes is free. Since there is no evidence to show that there was an agreement and the leasing agent does not work for the Landlord anymore, I am unable to find on a balance of probabilities that the first month was free. I have to rely on the written lease agreement which states first month's rent needs to be paid.
11. The parties reconciled the rent arrears at the hearing since the Landlord has not taken into account the payments made by the Tenant the day before the hearing. They agreed that the rent arrears to December 31, 2025, are \$1,714.25.

12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Tenant contests the application filing fee as they claim that the rent arrears accrued due to deficiencies in the Landlord's internal systems rather than a default on the Tenant's part. Based on everything I heard and that the Tenant took reasonable steps to rectify the situation prior to the N4 being served, I find that the Landlord must pay for half the cost of the L1 application filing fee. The Tenant shall pay \$93.00 for the application filing fee since there were still unpaid rent arrears after the L1 was filed besides the first month's rent.
14. There is no last month's rent deposit.
15. 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.
16. NS testified that they are willing to pay the first month's rent if the Board orders it and she would appreciate some extra days as they have to pay January's rent soon too. I am granting a delay to January 31, 2026.

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:**
 - \$3,976.50 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 \$850.44. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$71.32 per day for the use of the unit starting December 18, 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 7, 2026

Date Issued

Sheena Brar

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	\$19,523.00
Application Filing Fee	\$93.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$15,639.50
Total the Tenant must pay to continue the tenancy	\$3,976.50

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

Rent Owing To Hearing Date	\$16,396.94
Application Filing Fee	\$93.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$15,639.50
Total amount owing to the Landlord	\$850.44
Plus daily compensation owing for each day of occupation starting December 18, 2025	\$71.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	