



Order under Section 69 Residential Tenancies Act, 2006

Citation: REMPLAKOWSKI v TABBARA, 2026 ONLTB 3254

Date: 2026-01-14

File Number: LTB-L-083135-25

In the matter of: 387 GROVEHILL RD
OAKVILLE ON L6H6P3

Between: SYLWIA REMPLAKOWSKI
BART REMPLAKOWSKI

Landlords

And

TALAL OUSSAMA TABBARA
KINDA GHATHAN A BALKHAIR
MARIAM TALAL TABBARA

Tenants

SYLWIA REMPLAKOWSKI and BART REMPLAKOWSKI (the 'Landlords') applied for an order to terminate the tenancy and evict TALAL OUSSAMA TABBARA, KINDA GHATHAN A BALKHAIR and MARIAM TALAL TABBARA (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlords, the Landlord's Legal Representative Biljinder Srann and the Tenant Talal Oussama Tabbara attended the hearing.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,870.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$127.23. This amount is calculated as follows: \$3,870.00 x 12, divided by 365 days.
5. The Tenants have paid \$300.00 to the Landlord since the application was filed.

6. The rent arrears owing to December 31, 2025 are \$58,630.00.
7. The rent arrears owing to the Landlords are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the Residential Tenancies Act, 2006 (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to claim the full amount owing at the LTB or a court. The Landlords were made aware of the LTB's monetary jurisdiction and chose to proceed with this application.
8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlords collected a rent deposit of \$3,600.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$341.31 is owing to the Tenants for the period from August 24, 2021 to December 15, 2025.
11. The Tenants are being ordered to pay \$50,000.00 for rent arrears, and daily compensation, plus the Landlords' cost of filing the application, if the Tenants do not void the order. However, if the Tenants choose to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlords.
12. 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 Landlords attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. The Tenants do not dispute the arrears owing and stated that the arrears are as a result of a pay issue with the Tenant Talal Oussama Tabbara's employer a company based out of the United States.
14. The Tenant Talal Oussama Tabbara stated that the pay issue with his employer has been sorted out, but he is paid semi annually every six months.
15. The Tenants wish to enter into payment plan to repay the arrears owing within a year. However conceded that in order to repay the arrears within a year it would require the Tenants securing a loan.
16. The Landlords seek a standard order and eviction as soon as possible. The arrears owing exceed the monetary jurisdiction of the Board and any delay is highly prejudicial. The Landlords carry a mortgage on the rental property and are responsible for utilities and property taxes on the rental unit as well. The Tenants' failure to pay has put a big strain financially on the Landlords.
17. Having considered the submissions and circumstances of the parties. The Tenants' repayment plan to repay the arrears within one year is based on the Tenants securing a loan. There is no guarantee that the Tenants will be able to do so. To grant any form of relief from eviction would be highly prejudicial to the Landlords given that the arrears owing

already surpass the monetary jurisdiction of the Board. As such a standard order is appropriate in the circumstances.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$62,686.00 if the payment is made on or before January 25, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after January 25, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 25, 2026.**
5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$50,186.00. 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 Landlords owes on the rent deposit are deducted from the amount owing by the Tenants. The amount the Tenants are ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction. See Schedule 1 for the calculation of the amount owing.
6. If the Tenants do not pay the Landlords the full amount owing on or before January 25, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 26, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before January 25, 2026, then starting January 26, 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 Landlords on or after January 26, 2026.

January 14, 2026
Date Issued

Sean Ramage
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 July 26, 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 25, 2026

Rent Owing To January 31, 2026	\$62,800.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$300.00
Total the Tenant must pay to continue the tenancy	\$62,686.00

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

Rent Owing To Hearing Date	\$56,968.45
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$300.00
Less the amount of the last month's rent deposit	- \$3,600.00
Less the amount of the interest on the last month's rent deposit	- \$341.31
Total amount owing to the Landlord (limited by monetary jurisdiction)	\$50,186.00