



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

File Number: LTB-L-103726-25

In the matter of: MAIN FLOOR, 19 EZRA CRES
BRAMPTON ON L7A5A6

Between: SUMIT ARORA Landlord
DIVYA ARORA

And

REHANA PERVAIZ Tenant
WAQAS PERVAIZ MASIH
JENNIFER PEARL WAQAS
PERVAIZ MASIH

L1 Application

SUMIT ARORA and DIVYA ARORA (the 'Landlord') applied for an order to terminate the tenancy and evict REHANA PERVAIZ, WAQAS PERVAIZ MASIH, JENNIFER PEARL WAQAS and PERVAIZ MASIH (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

L2 Application

SUMIT ARORA and DIVYA ARORA (the 'Landlord') applied for an order to terminate the tenancy and evict REHANA PERVAIZ, WAQAS PERVAIZ MASIH, JENNIFER PEARL WAQAS and PERVAIZ MASIH (the 'Tenant') because: the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on January 7, 2026.

The Landlord's legal representative, Andrew McMaster, the Landlord, Sumit Arora, and the Tenant, Rehana Pervaiz, the Tenant, Waqas Pervaiz Masih and the Tenant, Pervaiz Masih, attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. 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 \$4,500.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$147.95. This amount is calculated as follows: \$4,500.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 14, 2026 are \$19,700.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$4,500.00 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.
9. Interest on the rent deposit, in the amount of \$145.90 is owing to the Tenant for the period from September 1, 2024 to January 7, 2026.

Relief from Eviction

10. The Landlord submitted that they are seeking termination of tenancy as the arrears are quite substantial and the Tenant has not been paying on time. In addition, the Tenant has made no effort to contact the Landlord with regards to a payment plan.
11. The Tenant testified that he experienced significant personal and financial difficulties over the past year. He stated that he lost employment as a truck driver and that, due to a domestic situation, he is no longer residing in the rental unit and is unable to communicate with his spouse. The Tenant testified that he is the sole financial provider for his family, which includes his parents, his former spouse, two children, and a dog.
12. During the hearing, the Tenant's financial circumstances were reviewed in detail. The Tenant estimated his monthly expenses not including the rent to be approximately \$8,300.00 and his monthly income to be approximately \$10,000.00. Based on this information, it was apparent that the Tenant is unable to afford the monthly rent of \$4,500.00. The Tenant did not submit any documentary evidence to substantiate his claim that he is currently employed or earning the income he reported.
13. 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 Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In reaching this

conclusion, I considered the significant amount of rent arrears and find that any further accumulation of arrears would cause prejudice to the Landlord. I find that this tenancy is not viable and that relief from eviction is not appropriate in the circumstances.

L2 Application

14. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated.
15. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

16. On November 12, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on November 17, 2025. The notice of termination contains the following allegations: the Tenant persistently paid their rent late.

Persistently Late

17. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 15 day of each month. The rent has been paid late 11 times in the past 12 from January 2025 to December 2025. Since the N8 was served to the Tenant the Tenant has not paid any rent.

Daily compensation, NSF charges, rent deposit

18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$4,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$145.90 is owing to the Tenant for the period from September 1, 2024, to January 7, 2026.
20. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
21. 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. Because of the persistent late payments, the tenancy will terminate even if the Tenants pay the full amount currently owing under the L1 application.

It is ordered that:

1. Pursuant to the L2 application, the tenancy is terminated between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 14, 2026.

2. The Tenant shall pay to the Landlord \$14,290.90. 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 Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026, at 4.00% annually on the balance outstanding.
4. If the unit is not vacated on or before February 14, 2026, then starting February 15, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 15, 2026.

January 16, 2026
Date Issued

Teresa Hunt
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 28, 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 Hearing Date	\$18,750.80
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$4,500.00
Less the amount of the interest on the last month's rent deposit	- \$145.90
Total amount owing to the Landlord	\$14,290.90
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$147.95 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	