



Order under Section 69 Residential Tenancies Act, 2006

Citation: Tobaccowala v Herman, 2026 ONLTB 5077

Date: 2026-01-21

File Number: LTB-L-087906-25

LTB-T-100733-25

In the matter of: Basement unit, 10 Adair Crt
Brampton ON L6Y0Y3

Between: Shariq Tobaccowala Landlord
Freeha Rizvi

And

Andrea Herman Tenant

Shariq Tobaccowala and Freeha Rizvi (the 'Landlord') applied for an order to terminate the tenancy and evict Andrea Herman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 12, 2026.

The Landlord, the Landlord's representative H. Shafi and the Tenant attended the hearing. Shawna Thompson attended as support for the Tenant.

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.

What are the Lawful Monthly Rent and Arrears?

3. The lawful rent is \$1,750.00. It is due on the 1st day of each month.
4. The Tenant disputed the amount of monthly rent. She claimed in her T1 Application (LTB-T-100733-25) and section 82 claim that the Landlord unlawfully raised the rent on April 1, 2023. While the Landlord agrees he raised the rent on April 1, 2023 above the guideline amount the effect of section 116(4), s.165 and section 165.1 of the Residential Tenancies

Act, 2006 the ('Act') is that the rent increase is deemed not void because the Tenant paid the rent for 12 consecutive months after the illegal rent increase, and did not file any application the subject of which was a dispute of the rent increase. As a result I find that the lawful rent is \$1750.00

5. Based on the Monthly rent, the daily rent/compensation is \$57.53. This amount is calculated as follows: \$1,750.00 x 12, divided by 365 days.
6. The Tenant has paid \$1,850.00 to the Landlord since the application was filed.
7. Based on the lawful monthly rent of \$1,750.00, the rent arrears owing to January 31, 2026 are \$5,150.00, and the Tenant does not dispute this amount.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,400.00 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.
10. Interest on the rent deposit, in the amount of \$170.88 is owing to the Tenant for the period from May 31, 2019 to January 12, 2026. The Tenant claimed in in her T1 application (LTB-T-100733-25) that interest on the rent deposit was not applied or provided. The Landlord agrees that interest was not paid.
11. Pursuant to section 105(6) the Landlord of a rental unit shall pay interest to the tenant annual on the amount of the rent deposit at a rate equal to the guideline determined under section 120 that is in effect at the time payment becomes due. In this case that amount is 2.5%.
12. Since the Landlord failed to pay that interest, the Tenant is entitled to deduct the amount of the payment from a subsequent rent payment. The amount owing by the Tenant in this case will be reduced by the interest the Landlord is obligated to pay. The result of this is order is that the Tenant may have to 'top up' their rent deposit at the end of the tenancy.

Relief from Eviction.

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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
14. The Tenant has lived in the rental unit since June 1, 2019, and prior to that she resided with the Landlord's mother. She lives in the basement apartment with her 16-year-old child.
15. The Tenant was without employment in the fall of 2025 but now has a stable full-time position with adequate income. Based on the information provided by the Tenant regarding her income and expenses I find that while she can afford to pay the rent with her new job,

she has little discretionary income. The amount the Landlord increased the rent in 2023 was the maximum the Tenant could afford.

16. The Tenant requests a payment plan of \$200.00, which will result in repayment after 27 months, which is a long time, but not unreasonable.
17. The Landlord testified that he is also struggling financially but produced no documentary evidence or particulars of his financial position. He raised the rent illegally because he was starting to go into debt. He submits it is prejudicial to permit a long payment plan which would be strain on the Landlord's finances. I fail to see how a plan that the Tenant is complying with and can afford, would be prejudicial to the Landlord. Although he testified he took a line of credit to pay the Tenant's arrears, he did not provide evidence as to the minimum payment on \$5,336.00 is more than the proposed amount the Tenant is capable of paying.
18. I also cannot find that the payment plan would be unfair to the Landlord given they were put in a better position financially by the above guideline rent increase, to the detriment of the Tenant. The Tenant on the other hand would experience significant prejudice if I did not grant the payment plan.
19. I find therefore that a conditional payment plan of \$200.00 is not unfair to the Landlord.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,336.00 for arrears of rent up to January 31, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$200.00, beginning February 20, 2026 to and including March 20, 2028.
 - \$136.00, on April 20, 2028.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period **February 1, 2026 to April 1, 2028**, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

January 21, 2026
Date Issued

Julie Broderick
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.