



Amended Order under Section 69
Residential Tenancies Act, 2006
and section 21.1 of the Statutory Powers Procedures Act

File Number: LTB-L-098253-24-AM

In the matter of: 2, 105 MARY ST N
OSHAWA ON L1G5B7

Between: Robila Haider Landlord
Faiz Ahmad Janjua

And

David Bourgeois Tenant
Kelly VanAcker

This amended order is issued to correct a clerical error in the order dated January 6, 2026. The amendments are underlined for ease of reference.

Robila Haider and Faiz Ahmad Janjua (the 'Landlord') applied for an order to terminate the tenancy and evict David Bourgeois and Kelly VanAcker (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 16, 2025.

The Landlord Robila Haider, Landlord's legal representative Elizabeth Chea, and the Tenant David Bourgeois attended the hearing.

Preliminary Issue:

1. At the hearing, the Tenant attempted to raise issues under section 82 of the *Residential Tenancies Act* (the Act). The Tenant advised the Board that he served and uploaded evidence to the Tribunal Online Portal (TOP) on December 11, 2025. He confirmed that all of his issues occurred in 2025.
2. However, an interim order in file LTB-L-098253-24, issued on March 18, 2025, required the Tenant to serve and upload any issues he intended to raise by March 31, 2025. As the Tenant admitted non-compliance with this order, he was not permitted to raise those issues at the hearing.
3. I have considered the limitation period under section 29(2) of the Act and find that there is no prejudice to the Tenant in filing a separate application, as all issues occurred within the past year.

4. The Tenant also raised an issue regarding the proper rental unit. The Landlord confirmed that the Upstairs is Unit 1 while the Main Floor and Basement is Unit 2. The Tenant subsequently agreed with the unit numbers as described by the Landlord.

Determinations:

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$2,068.67. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$68.01. This amount is calculated as follows: $\$2,068.67 \times 12$, divided by 365 days.
9. The Tenant has paid \$6,838.00 to the Landlord since the application was filed.
10. The rent arrears owing to December 31, 2025 are \$20,450.61. This amount was not in dispute.
11. The Landlord collected a rent deposit of \$1,350.00 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.
12. Interest on the rent deposit, in the amount of \$168.42 is owing to the Tenant for the period from May 1, 2019 to December 16, 2025.

Relief from eviction

13. Tenant testified that he resides with two young children and two adult children who are employed. He is currently unemployed and receives ODSP benefits in the amount of \$2,600.00 per month. The other Tenant is receiving the Child Tax Benefit.
14. The Tenant requested a payment plan, stating that he could pay \$548.00 in addition to his monthly rent each month. The Landlord requested a standard order based on the quantum of arrears.
15. I have considered all of the circumstances disclosed, 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. Based on this review, I find that it would be unfair to grant relief from eviction under subsection 83(1) of the Act.
16. I make this finding because the Tenant did not persuade me that he can sustain the tenancy given his income. The arrears are substantial, and I am not satisfied that the Tenant can maintain a payment plan.

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:**
 - \$22,519.28 if the payment is made on or before January 17, 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 17, 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 17, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,951.68. This amount includes rent arrears owing up to the date of the hearing. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$68.01 per day for the use of the unit starting December 17, 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 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 17, 2026, then starting January 18, 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 January 18, 2026.

January 6, 2026

Date Issued

Brett Lockwood

Member, Landlord and Tenant Board

January 16, 2026

Date Amended

Order Issued

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 18, 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 17, 2026

Rent Owing To January 31, 2026	\$29,357.28
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,838.00
Total the Tenant must pay to continue the tenancy	\$22,519.28

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

Rent Owing To Hearing Date	\$26,308.10
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,838.00
Less the amount of the last month's rent deposit	- \$1,350.00
Less the amount of the interest on the last month's rent deposit	- \$168.42
Total amount owing to the Landlord	\$17,951.68
Plus daily compensation owing for each day of occupation starting December 17, 2025	\$68.01 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	