



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

File Number: LTB-L-089388-25

In the matter of: 43 COLCHESTER ST
MARKHAM ON L6B1K4

Between: AZAZ AHMED Landlord
NADIAH AHMED

And

ZENAH MASRI Tenant

AZAZ AHMED and NADIAH AHMED (the 'Landlord') applied for an order to terminate the tenancy and evict ZENAH MASRI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 6, 2026.

The Landlord's Legal Representative, Adam Hamdani, and the Tenant 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 \$2,870.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$94.36. This amount is calculated as follows: \$2,870.00 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 \$11,480.00. The Tenant did not dispute the amount of the arrears.
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 \$2,650.00 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.

Section 83 Considerations:

9. The Tenant testified that she was unexpectedly laid off in July and received Employment Insurance (EI) until December 2025. The Tenant testified that she offered to pay \$1,000.00 per month from her EI, however the Landlord declined to accept 2 payments she had sent.
10. The Tenant testified she is actively looking for employment and hopes to secure a job in January 2026. Her 23 year-old daughter resides with her and is a full-time student receiving funding through the Ontario Student Assistance Program, though the Tenant does not know how much she received. The Tenant is seeking a delay in eviction to allow her more time to acquire resources and obtain employment. The Tenant testified she has no family to assist her and she has never previously been in this position.
11. The Landlord sought a standard 11-day order. The Landlord stated that despite receiving EI the Tenant had not made any payments. When the Tenant testified that she had made 2 payments that the Landlord refused to accept, the Landlord did not respond. While improper for the Landlord to refuse partial payments, ultimately it would not have changed the outcome of this proceeding because the partial payments would not have been sufficient to void the N4 notice.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act until February 28, 2026.
13. I accept the Tenant's evidence she and her daughter will be impacted by an eviction. However, the Tenant did not propose a payment plan or show that the tenancy is viable. Providing a relatively short delay will allow the Tenant an appropriate amount of time to find new accommodations if she cannot pay the arrears, which will help mitigate the impact the eviction will have on her family. However, given that the arrears are not insignificant, and the Tenant has made no payments since the application was filed, it would be unfair to delay the eviction longer.
14. In these circumstances, I find that it would not be unfair to delay eviction until February 28, 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:**
 - \$14,536.00 if the payment is made on or before February 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$17,406.00 if the payment is made on or before February 28, 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 February 20, 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 February 28, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,316.28. 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 Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$94.36 per day for the use of the unit starting January 7, 2026 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 February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

January 22, 2026
Date Issued

Allana McComb
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 September 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 February 14, 2026

Rent Owing To February 14, 2026	\$14,350.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,536.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To March 14, 2026	\$17,220.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,406.00

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

Rent Owing To Hearing Date	\$10,780.28
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,650.00
Total amount owing to the Landlord	\$8,316.28
Plus daily compensation owing for each day of occupation starting January 7, 2026	\$94.36 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	