



**Amended Order
Order under Section 78(11)
Residential Tenancies Act, 2006**

Citation: Drewlo Holdings Inc. v Al Kasem, 2025 ONLTB 96283

Date: 2026-01-23

File Number: LTB-L-088339-25-SA-AM

In the matter of: 304, 80 CAPULET LANE
LONDON ON N6H0B4

Between: Drewlo Holdings Inc. Landlord

And

Walid Al Kasem (a.k.a. Alkasem) Tenant

Drewlo Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Walid Al Kasem (a.k.a. Alkasem) (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the Board on September 25, 2025, with respect to application LTB-L-059768-25.

The Landlord's application was resolved by order LTB-L-088339-25, issued on October 29, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-088339-25. This motion was heard by videoconference on December 10, 2025. The Landlord and the Tenant attended the hearing. The Landlord was represented by Anna Glen. The Tenant was assisted by an interpreter, Nourhan Ali.

This amended order is issued to correct clerical errors in the original order issued on December 19, 2025.

Determinations:

1. The first issue on a motion like this one is whether the Tenant complied with the previous order or mediated agreement. There is no dispute here that the Tenant breached the original order issued on September 25, 2025, with respect to application LTB-L-059768-25. He failed to pay the rent on time and in full on October 1, 2025.
2. The next issue for the Board is whether it would not be unfair in all of the circumstances to set aside the eviction order.
3. The original application here was a combined application for non-payment of rent and persistent late payment. By the time that application came before the Board the Tenant

had paid all of the rent arrears owing. The Tenant was not at the hearing, but the Landlord asked for an order granting the Tenant relief from eviction with respect to the persistent late payment application conditional on the Tenant paying rent on time. That request was granted.

4. The Tenant moved into another unit in the building in December of 2019. On July 1, 2021 he entered into a new tenancy agreement for his current rental unit.
5. The Tenant is a refugee who speaks very little English. He lives in the rental unit with his spouse and their three children who are currently 7, 11 and 13. He works as a self-employed contractor doing painting and flooring work, mostly through a real estate company.
6. The Landlord's records show the Tenant has been persistently late paying the rent for a considerable period of time. However, except for a handful of occasions, it is usually paid within the month it is due. On at least two occasions the Tenant has contacted the Landlord to let it know the rent would be late.
7. Since the original order was issued on September 25, 2025, the Tenant has failed to pay the rent on time each month. His only payment to the Landlord since then is a month's rent paid the day prior to the hearing of this motion. The rent arrears now owing total **\$3,705.58**.
8. The Tenant says he suffers from irritable bowel syndrome (IBS). It causes difficulty eating and choking and it has interfered with his ability to work full-time. But five or six months ago he was prescribed medication for it and his condition has improved. He currently has full time work lined up again and can afford the rental unit. He wants to pay off the rental arrears, and says he intends to pay rent on time into the future.
9. According to the Tenant his take home income is usually between \$4,000.00 and \$5,000.00 except in the summer months when he earns up to \$6,000 a month. The family receives a monthly child tax benefit of \$2,100.00. The monthly rent increased effective November 1, 2025, to \$1,857.04, so the Tenant can afford the rental unit as long as he is working.
10. In terms of the Landlord's circumstances, the Landlord states that there have been no prior applications to the Board with respect to this tenancy but numerous arrears of rent notices in Form N4 have been issued due to the Tenant's failure to pay the rent on the 1st when it is due. In addition, the Landlord filed the eviction order that is the subject of this set aside motion with the Sheriff for enforcement and incurred non-refundable filing fees of \$335.00.
11. The Tenant asks that the motion be granted, and the original order replaced with a payment plan requiring him to pay \$1,010.15 each month starting January 1, 2026, until the arrears are paid and an order requiring him to pay rent on time.
12. The Landlord argues the motion should be denied and the stay of the eviction order lifted immediately. The Landlord takes the position the tenancy is not viable. There have been incidences of lateness earlier in the tenancy, since August of 2024 the Tenant has been late paying the rent for 15 times over the 17 month period, and the degree of lateness is increasing over time.

13. Although I would agree with the Landlord the evidence of past behaviour suggests the Tenant may be incapable of regularly paying the rent on time, this is the first time the Tenant has appeared before the Board. Given the language barrier he faces, it is certainly possible he has not truly understood the seriousness of the obligation to pay rent on time and in full before now. It seems to me that if the Tenant is ordered to pay to the Landlord the unrecoverable Sheriff's fee the Landlord has incurred, and then complies with the payment plan he has proposed, the Landlord would be made whole. As a result, I am not satisfied that it would be unfair to set aside the eviction order. An order shall issue accordingly.
14. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The motion to set aside order LTB-L-088339-25, issued on October 29, 2025, is granted. The order is set aside and cannot be enforced.
2. The Landlord's L4 application contained in Board file LTB-L-088339-25 is dismissed.
3. The previous order issued on September 25, 2025, with respect to the original application contained in Board file LTB-L-059768-25 is amended pursuant to s. 78(12) of the *Residential Tenancies Act, 2006* (the 'Act') by replacing it with the following:
 - 1) The Tenant shall pay to the Landlord **\$4,040.58** which represents the rent arrears owing for the period ending December 31, 2025, and the Landlord's unrecoverable costs of filing the eviction order with the Sheriff.
 - 2) The Tenant shall pay to the Landlord the amount set out in paragraph 1) above in accordance with the following schedule:
 - a. \$1,010.15 on or before the 1st day of each month for the period January 1, 2026 to **March 31**, 2026; and
 - b. **\$1,010.13** on or before **April 1**, 2026.
 - 3) The Tenant shall also pay to the Landlord new rent on time and in full for the period January 1, 2026, to December 31, 2026.
 - 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 Board 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 December 31, 2025.

December 19, 2025
Date Issued

Ruth Carey
Vice Chair, Landlord and Tenant Board

January 23, 2026

Date Amended

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.