



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

File Number: LTB-L-085970-25

In the matter of: 1106, 225 MARKHAM RD
SCARBOROUGH ON M1J3C6

Between: Q Res VI Operating LP Landlord

And

Naveedullah Shinwari Tenant

Q Res VI Operating LP (the 'Landlord') applied for an order to terminate the tenancy and evict Naveedullah Shinwari (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 13, 2026.

The Landlord's Agent JoAnn Mackenzie and the Landlord's Legal Representative Emily Barbati 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 \$2,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 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 31, 2026 are \$11,470.00.
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 \$2,300.00 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 \$26.07 is owing to the Tenant for the period from July 1, 2025 to January 13, 2026.
10. At the hearing the Landlord sought a standard order and the Tenant a payment plan. The Tenant testified that he was previously driving for Uber and had an accident on November 2, 2025, which damaged his car, which is still being repaired. The Tenant also testified that he has an open insurance claim with respect to the accident. However, he has been unable to work and there is currently no income coming in for the rental unit.
11. The Tenant testified that he has applied for the Ontario Student Assistance Program and has been approved and is expecting funding of \$10,000.00 by the end of the month.
12. The Tenant also testified that he has secured a role as a security guard and will be earning approximately \$2400.00 per month, he testified that he is slated to start in one week.
13. The Tenant is not currently meeting his monthly expenses, which would appear to be approximately \$4100.00 per month on average.
14. The Tenant proposed that he pay half of the arrears upfront, and then a payment plan of \$1000.00 per month.
15. I am not satisfied that the payment plan proposed by the Tenant is appropriate. While the Tenant testified that he has been approved for OSAP, is in the midst of an insurance claim, and has secured a new role, his testimony was unsupported by any kind of documentation which would demonstrate that he is entitled to funds or has secured new employment.
16. Ultimately, I find the Tenant's testimony to be speculative. I also note that even if I were satisfied that the Tenant had secured a new role earning \$2400.00 per month, this does not appear to be sufficient to maintain the tenancy in consideration of the Tenant's expenses.
17. Given the speculative nature of the Tenant's proposed payment plan, and the fact that the tenancy does not appear to be viable, I find that a payment plan would be unduly prejudicial to the Landlord. I also note that the arrears appear to have begun prior to the Tenant's accident, and inability to work, which further supports the conclusion that the tenancy is not viable.
18. 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 not be unfair to postpone the eviction until February 14, 2026 pursuant to subsection 83(1)(b) of the Act. I am mindful that there are three children in the rental unit, and the Tenant has recently experienced hardship outside their control. Additionally, I accept that the Tenant shall struggle to secure alternate accommodation given their current circumstances and note that there is a last month rent deposit held. Therefore, I am satisfied that a delay to February 14, 2026 is appropriate to allow the Tenant additional time to receive their OSAP funding and void the order is appropriate. However, in consideration of the quantum of

arrears owing, the lack of payments made, and the non-viable tenancy I find that a further delay would be unduly prejudicial to the Landlord.

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:**
 - \$11,656.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$13,956.00 if the payment is made on or before February 14, 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 14, 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 14, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,012.99. 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 \$75.62 per day for the use of the unit starting January 14, 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 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.
8. 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.
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 February 15, 2026.

January 23, 2026
Date Issued

Reid Jackson
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 August 15, 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 31, 2026

Rent Owing To January 31, 2026	\$11,470.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,656.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 14, 2026

Rent Owing To February 28, 2026	\$13,770.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,956.00

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

Rent Owing To Hearing Date	\$10,153.06
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$26.07
Total amount owing to the Landlord	\$8,012.99
Plus daily compensation owing for each day of occupation starting January 14, 2026	\$75.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	