



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

File Number: LTB-L-085486-25

In the matter of: A211, 220 IRA NEEDLES BLVD
KITCHENER ON N2N0C4

Between: BenStar (No.1) Limited Partnership Landlord

And

Hamzia Alsalim Tenant
Subhi Alsalim

BenStar (No.1) Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Hamzia Alsalim and Subhi Alsalim (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 12, 2026, at 1:00 pm.

The Landlord Representative Kundai Govereh, the Tenant Support Cosmas Logala, the Tenant's Arabic Interpreter Hala Nassar and the Tenant Subhi Alsalim attended the hearing.

Preliminary issue:

1. At the outset of the hearing the Tenant requested they be removed as a named respondent as they were no longer living in the rental unit, having been estranged from their wife, the Tenant Hamzia Alsalim and having made the Landlord aware.
2. In response the Landlord submitted that this was a joint tenancy and at no time did they give consent to severing it or receiving such from the Tenant Hamzia Alsalim.
3. Based on the above submissions I denied the request as the tenancy had not been properly severed.

Determinations:

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.

6. The lawful rent is \$2,728.78. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$89.71. This amount is calculated as follows: $\$2,728.78 \times 12$, divided by 365 days.
8. The Tenant has paid \$13,950.00 to the Landlord since the application was filed.
9. The rent arrears owing to January 31, 2026, are \$2,132.68.
10. In response the Tenant testified they were unaware of the arrears owing, reiterating their previous submissions. They testified that they had three adolescent children in the apartment and although had not spoken to their wife, wished to main the tenancy, proposing paying \$50.00 a month towards the arrears.
11. The Landlord Representative opposed the request given the minimal amount offered, while also submitting that the Tenant Hamzia Alsalim had also been served directly at the rental unit.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,339.79 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.
14. Interest on the rent deposit, in the amount of \$60.11 is owing to the Tenant for the period from January 1, 2025, to January 12, 2026.
15. 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 28, 2026, pursuant to subsection 83(1)(b) of the Act.
16. Specifically, given the minimal amount owing, the amount the Tenants have paid since the application was filed and the presence of three adolescent children in the rental unit, I am satisfied a brief delay is warranted and will not overtly prejudice 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:**
 - \$2,318.68 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$5,047.46 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 28, 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. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,733.48. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$89.71 per day for compensation for the use of the unit starting January 13, 2026 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. 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.
8. 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 21, 2026
Date Issued

Kelly Delaney
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 January 31, 2026

Rent Owing To January 31, 2026	\$16,082.68
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$13,950.00
Total the Tenant must pay to continue the tenancy	\$2,318.68

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 February 28, 2026	\$18,811.46
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$13,950.00
Total the Tenant must pay to continue the tenancy	\$5,047.46

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

Rent Owing To Hearing Date	\$14,430.42
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$13,950.00
Less the amount of the last month's rent deposit	- \$2,339.79
Less the amount of the interest on the last month's rent deposit	- \$60.11
Total amount owing to the Landlord	\$(1,733.48)
Plus daily compensation owing for each day of occupation starting January 13, 2026	\$89.71 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

