



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

File Number: LTB-L-092876-25

In the matter of: Main Floor, 24 JOHN ST
GEORGETOWN ON L7G2J7

Between: Shahzad Jeffer Landlord
Farheen Javed

And

Cathy Moran Tenant

Shahzad Jeffer and Farheen Javed (hereafter collectively referred to as the 'Landlord') applied for an order to terminate the tenancy and evict Cathy Moran (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 Legal Representative, Silvat Moaziz Syed, and the Tenant attended the hearing.

Determinations:

Named Applicants – Application Amendment

1. The Landlord sought the permission of the Board to amend the application in order to ensure that "Shahzad Jeffer" and "Farheen Javed" are duly reflected as being the named applicant and Landlord, as a clerical error occurred during the filing of the application.
2. The Tenant did not oppose the Landlord's request.
3. Pursuant to subsection 200(1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 15 of the Board's *Rules of Procedure*, I granted the amendment request. The style-of-cause was amended accordingly.

Arrears of Rent

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 parties agree that the lawful rent is \$2,500.00. It is due on the first (1st) day of each month.
7. Based on the monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
8. The parties agree that the Tenant has not made any payments since the application was filed.
9. The parties agree that the rent arrears owing to January 31, 2026, are \$27,500.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,500.00 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 \$223.83 is owing to the Tenant for the period from December 1, 2020, to January 13, 2026.

Relief From Eviction

13. The Landlord sought the termination of the tenancy due to the increasing amount of the rent arrears. Despite the Landlord attempting to negotiate with the Tenant an agreement including terms of payment for the Tenant's arrears, the Tenant has failed to pay the lawful rent for eleven (11) consecutive months.
14. The Landlord relies on the rent payments from the Tenant in order to pay for the expenses related to the rental unit and the residential complex, including the mortgage and the property taxes. The lack of payment from the Tenant is therefore causing a financial strain on the Landlord.
15. The Landlord was amenable to postponing the eviction by no more than thirty (30) days.
16. The Tenant testified that they moved into the rental unit eight (8) years ago. They currently occupy the rental unit with their child and grandchild, all of whom are of adult age.
17. The Tenant acknowledged that they no longer have the financial means to occupy the rental unit. They stated that they encountered financial difficulties which led to their savings running out. They were unable to propose a repayment plan.
18. The Tenant has started looking for alternate housing accommodations. They are seeking to postpone the eviction by thirty (30) to sixty (60) days in order to continue searching for such accommodations that would be suitable to their needs, and proposed to start repaying the Landlord the arrears of rent once they relaunch their cleaning business.

Analysis

19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with

the Tenant, along with the length of the tenancy, and the Tenant's payment history since the filing of the application and the length of the tenancy and find that it would not be unfair to postpone the eviction until February 21, 2026, pursuant to subsection 83(1)(b) of the Act.

20. Indeed, while their financial resources are limited, the Tenant has failed to make a singular payment towards the arrears of rent or the ongoing rent for eleven (11) consecutive months, from March 1, 2025, to January 31, 2026.
21. Although the Tenant referenced medical conditions and ailments (that both they and their child face) which could impede their ability to move, they did not submit medical notes for the Board to consider; nor did they specify an adequate description of the diagnosis or clarify the effect of any such diagnosis on their ability to move; or when - in the opinion of a medical professional - the Tenant would be able to move¹.
22. Since it is apparent that the Tenant does not have the financial capability to continue the tenancy of their own accord, under their current circumstances, I find the Tenant's inability to pay the arrears of rent and the ongoing rent would result in significant prejudice to the Landlord; and given the substantial amount of arrears, I do not find it appropriate to grant relief from eviction beyond February 21, 2026.
23. While I am cognizant that Tenant may need some time to find alternate housing accommodations, the Landlord should not have to further bear the burden of a Tenant's financial difficulties. I have therefore terminated the tenancy in accordance with the terms set out below.
24. The delayed eviction date will allow the Tenant additional time to seek financial assistance in order to pay the arrears and continue the tenancy. In the alternative, the Tenant will have additional time to continue searching for new housing accommodations for themselves and their family.
25. The prejudice to the Landlord is minimized as the Landlord holds a last month's rent on deposit and the extension, which they were favourable to, is not prolonged.

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:**

- \$27,686.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$30,186.00 if the payment is made on or before February 21, 2026. See Schedule 1 for the calculation of the amount owing.

¹ *Wang v. Oloo, 2023 ONSC 1028.*

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 21, 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 21, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$23,530.64. 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 \$82.19 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 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 22, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 21, 2026, then starting February 22, 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 22, 2026.

January 21, 2026
Date Issued

Alexandre Traboulsi
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 22, 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	\$27,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$27,686.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 21, 2026

Rent Owing To February 28, 2026	\$30,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$30,186.00

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

Rent Owing To Hearing Date	\$26,068.47
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$223.83
Total amount owing to the Landlord	\$23,530.64
Plus daily compensation owing for each day of occupation starting January 14, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	