



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kelada v Akkawe, 2026 ONLTB 6550

Date: 2026-01-26

File Number: LTB-L-090342-25

In the matter of: MAIN FLOOR/SECOND FLOOR UNIT, 2322
COUNCIL RING RD
MISSISSAUGA ON L5L1C1

Between: Amal Wahib Doss Kelada Landlord

And

Mohammed Y.M. Akkawe Tenants
Eman M.M. Amame

Amal Wahib Doss Kelada (the 'Landlord') applied for an order to terminate the tenancy and evict Mohammed Y.M. Akkawe and Eman M.M. Amame (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's Representative Daria Berezowska, the Landlord, Amal Wahib Doss Kelada, the Tenant Eman M.M. Amame, and the Tenants' Interpreter Sannah Asman attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,562.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$84.25. This amount is calculated as follows: \$2,562.50 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$30,473.79.

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 \$2,500.00 from the Tenants 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 \$265.40 is owing to the Tenants for the period from February 15, 2021, to January 13, 2026.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant Eman Amame testified about her circumstances at the hearing. She testified that she was unaware of the arrears because her ex-husband – the other Tenant, not represented at the hearing – was responsible for paying the rent and dealing with the Landlord. She testified that she only learned of the arrears because of these proceedings. She has not made any payments to the Landlord since learning of the arrears.
12. She testified that she currently lives in the rental unit with her 16-year-old child and her adult children – ages 21 and 24 – who are in post-secondary programs. She testified that she earns \$3,000.00 per month and that the other Tenant does not contribute toward the rent. She testified that her ex-husband “comes and goes” to the rental unit to see his children and that he still uses the address for official documents.
13. The Tenant proposed paying an extra \$500.00 per month toward the arrears. However, this would take over 5 years to resolve the arrears. Also, the monthly rent for the unit and the proposed \$500.00 arrears payment would consume the entirety of the income testified to at the hearing. This is not a sustainable plan and it would be unfair to the Landlord to impose it on the parties.
14. The Landlord testified that the lack of rental income has been financially draining for her. The rental unit is her only rental property, and she testified that she has struggled to cover the mortgage for the property without rental income.
15. While I sympathize with Ms. Amame, given her apparent lack of knowledge that the rent was not being paid, it is unfair in these circumstances to grant relief. The Landlord would be highly prejudiced by any extension of this tenancy, as the evidence suggests that the arrears are likely to continue to grow. The Tenants are jointly responsible for the arrears, which must be paid in accordance with the order below if the tenancy is to be preserved.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$30,659.79 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$33,222.29 if the payment is made on or before February 6, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 6, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 6, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$26,427.14. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$84.25 per day for the use of the unit starting January 14, 2026, until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before February 6, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 7, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 6, 2026, then starting February 7, 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 7, 2026.

January 26, 2026
Date Issued

Jeremy Henderson
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 7, 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 Tenants 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	\$30,473.79
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$30,659.79

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 6, 2026

Rent Owing to February 28, 2026	\$33,036.29
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$33,222.29

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

Rent Owing to Hearing Date	\$29,006.54
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	- \$265.40
Total amount owing to the Landlord	\$26,427.14
Plus, daily compensation owing for each day of occupation starting January 14, 2026	\$84.25 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	