



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-092267-25

In the matter of: 1, 34 COLBORNE ST W
OSHAWA ON L1G1L5

Between: MURTAZA HUSSAINI Landlords
Ali Sina

And

Mechaiah Akil Moorley Tenants
Pamela Hinds

MURTAZA HUSSAINI and Ali Sina (the 'Landlords') applied for an order to terminate the tenancy and evict Mechaiah Akil Moorley and Pamela Hinds (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 19, 2026.

The Landlords, the Tenant, Pamela Hinds, the Tenant's Agent, Karla Mendez and the Tenant's Support, Nicole Golder attended the hearing.

Determinations:

1. The Landlords 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 \$1,600.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
5. The Tenants have paid \$5,200.00 to the Landlords since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$5,875.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlords collected a rent deposit of \$1,600.00 from the Tenants and this deposit is still being held by the Landlords. 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 \$7.09 is owing to the Tenants for the period from November 4, 2025 to January 19, 2026.
10. 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.
11. The Tenant, Pamela Hinds ('PH'), submits that the other Tenant, Mechaiah Akil Moorley ('MM') was responsible for withdrawing the money required to pay the monthly rent. PH asserts that she learned in October 2025 that MM was making withdrawals from her account but was not using the money withdrawn to pay the rent.
12. It was uncontested that the tenancy is a joint and several tenancy. As the tenancy is a joint and several tenancy between the Tenants, Pamela Hinds ('PH') and Mechaiah Akil Moorley ('MM'), both Tenants are responsible for the payment of the rent and the repayment of the arrears and costs.
13. PH submits that she will not be able to pay the rent going forward and requested a postponement of termination to allow the Tenants some additional time to move out of the rental unit.
14. The Landlords submit that they are having difficulties paying their bills and the mortgage as a result of the Tenants' failure to pay the rent.
15. While I find that a delay of 90 days would be unfairly prejudicial to the Landlords, I find that it would not be unfair to postpone eviction to February 28, 2026. The Landlords have a last month's rent deposit and the arrears will not accrue any further.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$6,061.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$7,661.00 if the payment is made on or before February 28, 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 28, 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 28, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$3,853.31. 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 Landlords owe 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 Landlords compensation of \$52.60 per day for the use of the unit starting January 20, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before February 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlords 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 Landlords on or after March 1, 2026.

January 29, 2026
Date Issued

Christopher Lin
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 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	\$11,075.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$5,200.00
Total the Tenants must pay to continue the tenancy	\$6,061.00

B. Amount the Tenants 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	\$12,675.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$5,200.00
Total the Tenants must pay to continue the tenancy	\$7,661.00

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

Rent Owing To Hearing Date	\$10,474.40
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$5,200.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$7.09
Total amount owing to the Landlords	\$3,853.31
Plus daily compensation owing for each day of occupation starting January 20, 2026	\$52.60 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	