



Order under Section 69 Residential Tenancies Act, 2006

Citation: Homestead Land Holdings Limited v Aldehni, 2026 ONLTB 8578

Date: 2026-01-23

File Number: LTB-L-085890-25

In the matter of: 209, 2969 KINGSWAY DR
KITCHENER ON N2C2H7

Between: Homestead Land Holdings Limited Landlord

And

Moussa Aldehni Tenant
Suad Alsabbagh

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Moussa Aldehni and Suad Alsabbagh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 8, 2026.

The Landlord's legal representative, Jessica Shanani, the Tenant's support person, Yousef Aldohni, 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 \$1,596.28. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.48. This amount is calculated as follows: \$1,596.28 x 12, divided by 365 days.
5. The Tenant has paid \$4,788.84 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$1,405.63.

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 \$1,599.20 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 \$40.72 is owing to the Tenant for the period from January 1, 2025 to January 8, 2026.
10. At the hearing, the Landlord's legal representative requested that a standard eviction order be issued. The Tenant did not dispute that arrears were owing but stated that they had obtained a money order for rent and that the Landlord "lost the cheque". The Tenant did not have a receipt, copy of the money order or bank documentation confirming that the money order had been negotiated, and there was no record of the payment in the Landlord's ledger. On this evidentiary record, I find that the disputed payment has not been proven and that the arrears set out in paragraph 6 accurately reflect the rent owing to January 31, 2026.
11. The Tenant testified that they are in the process of addressing the money order issue with their bank and requested time until January 31, 2026 to resolve the matter and attempt to pay the remaining arrears. The Landlord's legal representative advised that the Landlord was prepared to agree to that timeline. The Tenant also confirmed that they wished to remain in the unit if they were able to pay the arrears.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Tenant's payments since the application was filed, the parties' agreement to allow the Tenant until the end of January to attempt to resolve the money order issue, the relatively modest balance of arrears now outstanding, and the Landlord's interest in being paid. In these circumstances, I am satisfied that it would not be unfair to refuse to dismiss or delay the application outright, but that it would also not be unfair to postpone the eviction until February 3, 2026 to give the Tenant a short additional opportunity to pay the arrears, pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$1,591.63 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$3,187.91 if the payment is made on or before February 3, 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 3, 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 3, 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 \$1,224.73. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$52.48 per day for compensation for the use of the unit starting January 9, 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 3, 2026, then starting February 4, 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 February 4, 2026.

January 23, 2026
Date Issued

Colin Elsby
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 4, 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	\$6,194.47
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,788.84
Total the Tenant must pay to continue the tenancy	\$1,591.63

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 3, 2026

Rent Owing To February 28, 2026	\$7,790.75
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,788.84
Total the Tenant must pay to continue the tenancy	\$3,187.91

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

Rent Owing To Hearing Date	\$5,018.03
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,788.84
Less the amount of the last month's rent deposit	- \$1,599.20
Less the amount of the interest on the last month's rent deposit	- \$40.72
Total amount owing to the Landlord	\$(1,224.73)
Plus daily compensation owing for each day of occupation starting January 9, 2026	\$52.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

