



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

File Number: LTB-L-095402-25

In the matter of: Basement - 183 VODDEN ST W
BRAMPTON ON L6X2W8

Between: TANVEER AHMAD Landlord

And

SYED AHMED ALI Tenant

TANVEER AHMAD (the 'Landlord') applied for an order to terminate the tenancy and evict SYED AHMED ALI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 22, 2026.

The Landlord and the Landlord's Legal Representative Shehzeb Akbar Awan and the Tenant attended the hearing.

Determinations:

The N4

1. At the hearing the Tenant raised that the N4 failed to properly identify the rental unit. He testified that while the N4 identified the rental unit as 183 VODDEN ST W BRAMPTON ON L6X2W8, the complex is a single-family home and he actually resides in a separate basement unit.
2. The Landlord's Legal Representative agreed that the Tenant resided in the basement only, and the upper floor of the complex was occupied by another Tenant. However, he testified that neither Tenant has a lease, and the Landlord is of the view that the complex constitutes a single unit.
3. I disagree with this interpretation. There are clearly two separate Tenants in two separate units, paying two separate rents to the Landlord. Therefore, I am satisfied that the correct rental unit address on the N4 should be BASEMENT - 183 VODDEN ST W BRAMPTON ON L6X2W8. I also note that were I to issue an order terminating the tenancy for 183 VODDEN ST W BRAMPTON ON L6X2W8 it would likely be unenforceable by the sheriff as it does not specify a unit.

4. While this defect could render the N4 invalid I am satisfied that it is cured by Section 212 of the Act, which states:

Substantial compliance sufficient

212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient. 2006, c. 17, s. 212.

When error still constitutes substantial compliance

(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act. 2024, c. 28, Sched. 24, s. 1.

5. In this case, while I accept that there is an error in the N4. I also accept that the Tenant did not dispute that they received the N4, understood that it was intended for him, and was able to prepare for and attend this proceeding. Therefore, I am satisfied that the error has not significantly prejudiced the Tenant's ability to participate in this proceeding and the N4 is saved by application of Section 212.
6. Accordingly, the Application shall be amended to indicate the rental unit address of Basement - 183 VODDEN ST W BRAMPTON ON L6X2W8

The L1

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$1,500.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to January 31, 2026 are \$16,500.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. Interest on the rent deposit, in the amount of \$49.93 is owing to the Tenant for the period from September 1, 2024 to January 22, 2026.
15. There is no last month's rent deposit.

16. At the hearing the Landlord sought a standard order and the Tenant a payment plan. The Tenant testified that he lost his job in 2024 and is currently in receipt of \$733 per month from Ontario Works. He testified that he has a final interview for a new role on January 27, 2026, and if he is successful, he will be earning \$42.00 per hour. The Tenant proposed a payment plan of \$500.00 per month.
17. I am not satisfied that the proposed payment plan is appropriate. Based on the Tenant's current financial picture the tenancy is not viable, as his current income does not cover the lawful monthly rent. Additionally, the Tenant's testimony with respect to the new role was speculative and unsupported by any documentation. Therefore, I am not satisfied that the proposed payment plan or the tenancy, is viable.
18. 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 20, 2026, pursuant to subsection 83(1)(b) of the Act. In consideration of the Tenant's circumstances, I am satisfied that a short delay to February 20, 2026 is appropriate to allow him time to complete the interview process. Given the quantum outstanding, and the lack of any payments made I find that any further delay would be unduly prejudicial to 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:**
 - \$18,186.00 if the payment is made on or before February 20, 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 20, 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 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$16,221.11. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting January 23, 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 21, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before February 20, 2026, then starting February 21, 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 21, 2026.

February 2, 2026
Date Issued

Reid Jackson
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 21, 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 February 20, 2026

Rent Owing To February 28, 2026	\$18,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,186.00

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

Rent Owing To Hearing Date	\$16,085.04
Application Filing Fee	\$186.00
Less the amount of the interest on the last month's rent deposit	- \$49.93
Total amount owing to the Landlord	\$16,221.11
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$49.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	