



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

File Number: LTB-L-094949-25

In the matter of: 105, 525 RECOLTE PVT
ORLEANS ON K1E0B9

Between: CAPREIT LIMITED PARTNERSHIP Landlord

And

NOOR AMIN Tenant

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict NOOR AMIN (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's Legal Representative Allan Kouri 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 \$2,121.80. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.76. This amount is calculated as follows: \$2,121.80 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$8,487.20.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

9. At the hearing the Landlord sought a standard order and the Tenant a delay to February 28, 2026. The Tenant testified that he is currently employed as a delivery driver and earns up to \$1600.00 per month before deductions while also a full-time student. He testified that he has approached Ontario Works for assistance with the arrears and was informed that it would take some time before they could take on his case.
10. The Tenant testified that he will be finished with school in a few months and will be able to work more at that time. The Tenant also testified that he has recently had a child with his partner, and she and the child also reside in the rental unit.
11. 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 15, 2026 pursuant to subsection 83(1)(b) of the Act.
12. Based on the Tenant's testimony the tenancy does not appear to be viable as his income does not appear to be sufficient to cover the monthly rent. I also note that the Tenant's testimony that he would be able to take on additional work and receive assistance from Ontario Works was unsupported by any documentation. However, I also recognise that there is a 9-month-old child in the rental unit. Therefore, in consideration of this fact I find that a delay to February 15, 2026, is appropriate to allow the Tenant additional time to void the order or secure alternate accommodation.
13. As the tenancy is not viable, no payments have been made since the Application was filed, and the Landlord is not holding a last month rent deposit 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:**
 - \$8,673.20 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$10,795.00 if the payment is made on or before February 15, 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 15, 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 15, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,086.12. 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 \$69.76 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 15, 2026, then starting February 16, 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 16, 2026.

January 30, 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 16, 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	\$8,487.20
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,673.20

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 15, 2026

Rent Owing To February 28, 2026	\$10,609.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,795.00

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

Rent Owing To Hearing Date	\$7,900.12
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,086.12
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$69.76 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	