



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

File Number: LTB-L-097452-25

In the matter of: 1356 PRINCE RD
Windsor ON N9C3A7

Between: Natasha Feghali Landlord
Mohamed Farhan

And

Christina DeAlmeida Tenant

Natasha Feghali and Mohamed Farhan (the 'Landlord') applied for an order to terminate the tenancy and evict Christina DeAlmeida (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord's Legal Representative Muhammad Malik attended the hearing.

As of 1:34pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

With respect to the L1

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 \$1,600.00. 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 Tenant has not made any payments since the application was filed.

6. The rent arrears owing to January 31, 2026 are \$9,500.00.
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.

With Respect to the L2

9. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application. Therefore, the tenancy is terminated effective February 13, 2026.
10. On October 31, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: that the Tenant has been persistently late in paying the Tenant's rent. The N8 alleges that the Tenant was late from July 2024 to October 2025 inclusive.
11. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 16 times in the past 16 months. I am satisfied that this constitutes persistently late payment of rent.
12. The Landlord's Legal Representative testified that the Tenant has not made any payments since the N8 was served.

Section 83

13. 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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord's Legal Representative was not aware of any of the Tenant's circumstances that would support delaying or denying eviction. The Tenant did not attend and thus I did not have an opportunity to hear evidence from them on the issue. Considering all the circumstances, I am satisfied that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 13, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit and the rent abatement/rebate awarded to the Tenant are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$9,243.20. See Schedule 1 for the calculation of the amount owing

4. The Tenant shall also pay the Landlord compensation of \$52.60 per day for the use of the unit starting January 23, 2026 until the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 14, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before February 13, 2026, then starting February 14, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 14, 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 14, 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 because the tenancy is terminated

Rent Owing To Hearing Date	\$9,057.20
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$9,243.20
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$52.60 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	