



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

**File Number:** LTB-L-096104-25

**In the matter of:** MAIN, 64 GEORGE ROBINSON DR  
BRAMPTON ON L6Y1P2

**Between:** ABID MIAN Landlord

**And**

Andrea Johnson Tenant  
ASHLEY NICHOLAON  
SHARIFA CUMMINGS

ABID MIAN (the 'Landlord') applied for an order to terminate the tenancy and evict Andrea Johnson, ASHLEY NICHOLAON and SHARIFA CUMMINGS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 26, 2026.

The Landlord's legal representative, Muhammad Idrees Khan, and the Tenant, Andrea Johnson, attended the hearing.

**Preliminary Issue:**

**Adjournment Request**

1. At the commencement of the hearing, the Tenant requested an adjournment on the basis that her legal representative was appearing in another court matter and unable to attend the LTB.
2. The Landlord opposed the request, submitting that the Tenant had ample notice of the hearing and sufficient time to prepare, and that the adjournment request was not made on consent. The Landlord wanted to proceed.
3. It was noted that the Notice of Hearing was issued on November 17, 2025. The Tenant testified that her legal representative was retained more than one week prior to the hearing date. Despite this, neither the Landlord's legal representative nor the Board was notified in advance that the Tenant was not ready to proceed or that an adjournment would be requested.

4. Pursuant to Rule 21 of the Landlord and Tenant Board Rules of Procedure, adjournments are not automatic and will only be granted where the requesting party demonstrates that the adjournment is reasonable, necessary, and consistent with a fair, just, and expeditious determination of the issues. Parties are also expected to act diligently and to promptly notify the Board and the other party if they are unable to proceed.
5. In this case, I am not satisfied that the Tenant has met the onus required to justify an adjournment. The request was made at the commencement of the hearing without prior notice, was not on consent, and no compelling evidence was provided to explain why the matter could not proceed as scheduled.
6. Accordingly, the Tenant's request for an adjournment is denied, and the hearing proceeded as scheduled.

**Determinations:**

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 \$2,900.00. It is due on the 15th day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows:  $\$2,900.00 \times 12$ , divided by 365 days.
11. The Tenant has paid \$5,800.00 to the Landlord since the application was filed.
12. The rent arrears owing to February 14, 2026, are \$15,200.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

Relief from eviction

15. The Tenant testified and the Landlord did not dispute that she has already provided the Landlord with notice to terminate the tenancy effective March 14, 2026, as she has secured alternative accommodation.
16. The Tenant requested additional time from the Board before the termination of the tenancy, submitting that she resided with her 81-year-old father and does not wish to move him during the winter months.
17. The Tenant further submitted that she does not reside in the rental unit alone and submits that she earns sufficient income to cover the lawful monthly rent. However, the Tenant declined to disclose the amount of her income. The Tenant was also unable to

provide a proposed payment plan or any timeline for the repayment of the outstanding rental arrears.

18. Given the Tenant's own evidence that she has already provided notice to terminate the tenancy, and in the absence of any evidence demonstrating an ability to plan to repay the arrears, I do not find that delaying the termination to March 14, 2026, of the tenancy is warranted. That being said, 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 24, 2026 pursuant to subsection 83(1)(b) of the Act. This will give the Tenant two additional weeks from a standard order to pay the arrears.

**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:**
  - \$13,820.76 if the payment is made on or before February 14, 2026. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$16,720.76 if the payment is made on or before February 24, 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 24, 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 24, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,009.30. 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 \$95.34 per day for the use of the unit starting January 27, 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 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 25, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 24, 2026, then starting February 25, 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 25, 2026.

**January 30, 2026**

**Date Issued**

---

**Teresa Hunt**

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 25, 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 14, 2026**

|                                                                                        |                    |
|----------------------------------------------------------------------------------------|--------------------|
| Rent Owing To February 14, 2026                                                        | \$19,434.76        |
| Application Filing Fee                                                                 | \$186.00           |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$5,800.00       |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$13,820.76</b> |

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 24, 2026**

|                                                                                        |                    |
|----------------------------------------------------------------------------------------|--------------------|
| Rent Owing To March 14, 2026                                                           | \$22,334.76        |
| Application Filing Fee                                                                 | \$186.00           |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$5,800.00       |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$16,720.76</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$17,623.30          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed                              | - \$5,800.00         |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$12,009.30</b>   |
| Plus daily compensation owing for each day of occupation starting January 27, 2026                                  | \$95.34<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |