



Order under Section 69 Residential Tenancies Act, 2006

Citation: Xu v Ashram, 2026 ONLTB 10016

Date: 2026-02-03

File Number: LTB-L-105334-25

In the matter of: UNIT 420, 3401 RIDGEWAY DR
MISSISSAUGA ON L5L0B9

Between: Hao Xu Landlord

And

Mohamad Ashram Tenant

Hao Xu (the 'Landlord') applied for an order to terminate the tenancy and evict Mohamad Ashram (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (*L1 Application*).
- the Tenant has been persistently late in paying the Tenant's rent (*L2 Application*).

This application was heard by videoconference on January 27, 2026. Only the Landlord's Legal Representative, Yun Tao ('Tom') Li attended the hearing.

As of 3:30 p.m., 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:

L1 Application – Non-Payment of Rent

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 \$2,000.00. It is due on the 5th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.

5. The Tenant has paid \$4,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 4, 2026, are \$2,000.00.
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 \$2,050.00 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 \$90.05 is owing to the Tenant for the period from March 5, 2024, to January 27, 2026.

L2 Application – Persistent Late Payment of Rent

10. On November 23, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served November 28, 2025. The notice of termination alleges that the Tenant had persistently paid their rent late for nine months between March 2025 and November 2025.
11. The rent is due on the 5th day of each month.
12. Since the application was filed, the Tenant continued to pay their rent persistently late.

Relief from Eviction

13. 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 March 4, 2026, pursuant to subsection 83(1)(b) of the Act. The Landlord proposed an extended termination date to March submits that an extended termination date because the Tenant has made good efforts to reduce the arrears since the application was filed.
14. I agree with the Landlord's submissions. An extended termination date to March 4, 2024, gives the Tenant an opportunity to preserve their tenancy.

It is ordered that:

Voidable Portion of Order Related to Non-Payment of Rent

1. Unless the Tenant voids the rent arrears portion of this order as set out below, the tenancy between the Landlord and the Tenant is terminated.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$2,186.00 if the payment is made on or before February 4, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$4,186.00 if the payment is made on or before March 4, 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 March 4, 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 March 4, 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 \$441.80. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$65.75 per day for compensation for the use of the unit starting January 28, 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 March 4, 2026, then starting March 5, 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 March 5, 2026.

Non-voidable Portion of Order Related to Persistent Late Payment of Rent

- 9. If the Tenant voids the portion of the order above by paying the rent arrears and costs owing to the Landlord on or before the dates specified above, then the tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below. This portion of the order and conditions below are not void even if the Tenant meets the conditions above.
- 10. The Tenant shall pay to the Landlord the lawful monthly rent in full and on time as it becomes due for the period of one year commencing March 5, 2025, through February 4, 2027.
- 11. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

February 3, 2026
Date Issued

Jane Dean
 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 September 5, 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 4, 2026

Rent Owing To February 4, 2026	\$6,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,000.00
Total the Tenant must pay to continue the tenancy	\$2,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 4, 2026

Rent Owing To March 4, 2026	\$8,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,000.00
Total the Tenant must pay to continue the tenancy	\$4,186.00

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

Rent Owing To Hearing Date	\$5,512.25
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,000.00
Less the amount of the last month's rent deposit	- \$2,050.00
Less the amount of the interest on the last month's rent deposit	- \$90.05
Total amount owing to the Landlord	\$(441.80)
Plus daily compensation owing for each day of occupation starting January 28, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	