



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-098838-25

In the matter of: 45 WHITEFISH ST
WHITBY ON L1P0E5

Between: ZEINAB HUNDAL Landlord
ALLA AL-SALEM

And

ZION JERUSALEM JUSTINA SMITH Tenant
DERICK STEPHEN REID

ZEINAB HUNDAL and ALLA AL-SALEM (the 'Landlord') applied for an order to terminate the tenancy and evict ZION JERUSALEM JUSTINA SMITH and DERICK STEPHEN REID (the 'Tenant') because:

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

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

The Landlord Zeinhab Hundal, Landlord Alla Al-Salem, Landlord's Legal Representative John Leonard Lambe, Tenant Zion Jerusalem Justina Smith, and the Tenant Derick Stephen Reid attended the hearing. The Landlord's Legal Representative was assisted by their support person Jennifer Lambe.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 \$3,150.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$103.56. This amount is calculated as follows: \$3,150.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,150.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$9,450.00. This was undisputed at the hearing.
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 \$3,000.00 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 \$203.85 is owing to the Tenant for the period from March 21, 2023, to January 26, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Landlord's L2 application relies on a Notice to End Tenancy for Persistent Late Payment of Rent (N8 Notice), which alleges that the Tenant paid rent late in 9 of 12 rental periods between December 1, 2024, and November 1, 2025. The N8 Notice expressly identifies December 2024 as one of the months in which rent was paid late.
11. At the hearing, the Tenant introduced a rent receipt issued by the Landlord confirming that the rent for December 2024 was paid on December 1, 2024. The Landlord acknowledged that the receipt was genuine and issued by them.
12. After I advised the parties that rent paid on the first day of the rental period is not late and that an error of this nature would render the N8 Notice invalid, the Landlord testified that the December 2024 receipt had been completed in error and did not accurately reflect when rent was paid. I do not accept this explanation. The receipt was created and issued by the Landlord in the ordinary course of the tenancy and was relied upon by the Tenant. No contemporaneous records or other evidence were introduced to support the claim that the receipt was incorrect.
13. Therefore, I find, on a balance of probabilities, that the rent for December 2024 was paid on December 1, 2024, as reflected in the Landlord's own documentary evidence. As rent paid on the first day of the rental period is not late, the inclusion of December 2024 as a late-payment month is incorrect. This error is material because it forms part of the alleged pattern of persistent late payment relied upon to terminate the tenancy.
14. As a result, the N8 Notice is defective on its face and void. A valid N8 Notice is a mandatory prerequisite to an application seeking termination of a tenancy for persistent late payment of rent. The defective notice cannot be relied upon to support the Landlord's L2 application. Accordingly, the L2 portion of the application is dismissed.

Relief from Eviction

15. The Tenant requested conditional relief from eviction and testified that rent was not paid after the application was filed because they were awaiting the outcome of the hearing. The Tenant proposed a repayment plan to address the rent arrears over six months, in addition to paying the ongoing monthly rent on time. The Tenant also testified to significant personal and financial hardship, including the recent death of a family member and responsibility for four children residing in the unit.
16. The Landlord opposed the request for relief but submitted that, if relief were granted, it should be subject to a conditional order enforceable under section 78 of the Act.
17. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. While the arrears are significant, the Tenant has acknowledged the debt, has made a payment since the application was filed, and has proposed a defined and time-limited repayment plan. I also considered the presence of multiple children in the household and the hardship that eviction would cause. Moreover, prejudice to the Landlord is reduced as they can apply to the Board to terminate the tenancy in the event of a breach of a condition of this order.

It is ordered that:

1. The Tenant shall pay to the Landlord \$9,636.00 for arrears of rent up to January 31, 2026. This amount includes the Landlord's \$186.00 cost for filing this application.
2. The Tenant shall also pay the lawful monthly rent of \$3,150.00 for the rental period of February 2026 on or before February 15, 2026.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
March 15, 2026	\$1,606.00
April 15, 2026	\$1,606.00
May 15, 2026	\$1,606.00
June 15, 2026	\$1,606.00
July 15, 2026	\$1,606.00
August 15, 2026	\$1,606.00

4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period March 1, 2026, to August 1, 2026, or until the arrears are paid in full, whichever date is earliest.

5. Section 78 of the Residential Tenancies Act, 2006, S.O. 2006, c.17 applies to this Order. If the Tenant fails to make any of the payments in accordance with paragraphs 2, 3 and 4 of this order, the Landlord may apply at no cost, and without notice to the Tenant, for an order to terminate the tenancy and evict the Tenant. The Landlord must make this application within 30 days of a breach of a condition set out in this Order.
6. The Landlord's L2 application for persistent late payment of rent is dismissed.

February 5, 2026
Date Issued

Kyle Anderson
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.