



Order under Section 69 Residential Tenancies Act, 2006

Citation: AZIMI v BELLO, 2026 ONLTB 11523

Date: 2026-02-06

File Number: LTB-L-095030-25

In the matter of: ROOM 3 - UNIT #218, 1291 GORDON ST
GUELPH ON N1L0M5

Between: SUSSAN AZIMI Landlord

And

JUBRIL BELLO Tenant

SUSSAN AZIMI (the 'Landlord') applied for an order to terminate the tenancy and evict JUBRIL BELLO (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, the Landlord's representative, Sarah Vaz, and the Tenant attended the hearing.

Determinations:

Preliminary Issues:

The Adjournment Request and the Request for Files to be Heard Together

1. The Tenant requested an adjournment in order to combine LTB-T-021060-25, LTB-T-021065-25, and LTB-L-095027-25 (another L1 application involving a different tenant in the same rental unit) to be heard together on a different date. The Tenant provided a history of the files and reasons why he feels they should be heard together which is summarized below.
2. The Tenant lives at the rental unit in room 3. His brother, who has a separate tenancy agreement with the Landlord, lives in the rental unit in room 2.
3. The Landlord filed an L1 application, alleging the Tenant failed to pay rent and sought an eviction order because of it. The L1 application was filed on December 9, 2024, in Board file LTB-L-101170-24. The Landlord also filed an L1 application with respect to his brother's tenancy on the same date in Board file LTB-L-101193-24. These two L1 applications are herein referred to as "the first two L1 applications".

4. On March 11, 2025, the Tenant and his brother filed their own T2 applications, LTB-T-021060-25 and LTB-T-021065-25. The reasons and details in both T2 applications are almost identical in that both were alleging substantial interference, illegal lockout, illegal entry, and harassment.
5. At a hearing held on March 19, 2025, with respect to the first two L1 applications, and at the request of the Tenant, the Member decided they should be combined with the T2 applications to be heard together and the first two L1 applications were adjourned accordingly. The adjournment was conditional on the Tenant paying rent in full and on time until the applications are resolved. An interim order to take effect was issued on March 28, 2025. It says if the Tenant fails to comply with the requirement to pay new rent on time, the Board may refuse to consider the Tenant's evidence and submissions at the next hearing date and the Landlord may request the hearing date be expedited.
6. On October 14, 2025, the first two L1 applications and both T2 applications came before the Board for an Adjudicative Case Conference ('ACC'). The purpose of an ACC is for the parties to meet with a Member to clarify and narrow the issues in dispute, explore possible resolutions, and where early resolution is not possible, assist the parties in preparing for a merits hearing.
7. After the ACC, on November 10, 2025, the Landlord requested to withdraw both L1 applications due to errors in the notices of termination. The Board granted those requests without a hearing.
8. The Landlord then filed two new L1 applications, this one which is currently being heard, and the other involving his brother in Board file LTB-L-095027-25. Both of the new L1 applications were scheduled to be heard on the same date in the same hearing room.
9. The Tenant requests the two L1 applications be adjourned to be heard with the two T2 applications as was done by the prior Member.
10. The Tenant says the rent arrears are connected to an illegal lockout which the Landlord contests. (The Tenant is not currently locked out of his rental unit.) The Tenant also believes the Landlord withdrew the previous two L1 applications in bad faith in order to sever the four applications and prevent them being heard together.
11. The Landlord takes the position that during the ACC, the Landlord noted errors in the N4 Notices and the L1 applications as filed. The Landlord concluded the first two L1 applications would be dismissed if they went to a hearing and would have to be refiled.
12. The Landlord opposes the Tenant's requests for adjournment and joinder because the T2 applications have not been scheduled yet, and because the Tenant has not abided by the interim order with respect to the prior L1 applications and the rent arrears are escalating. The Tenant does not deny breaching the interim order that required him to pay new rent on time and in full. The Tenant did not pay rent as ordered for the period May 1, 2025, to September 30, 2025, but did make a significant lump sum payment on October 1, 2025. Nonetheless, the arrears have increased since this application was filed and now stand at \$7,092.90.
13. The Tenant's request to combine the files and adjourn the L1 applications accordingly is denied for the following reasons.

14. I have examined the prior L1 application file and the Landlord's belief that it might be dismissed at a merits hearing is not an unreasonable one. It was reasonable and appropriate for the Landlord to seek to withdraw that application and file a new one.
15. The fact that a previous adjudicator ordered the two initial L1 applications to be heard together with the T2 applications does not mean the Board must do the same thing again. Prior Board decisions are not binding on the Board.
16. Finally, the Tenant's failure to comply with the prior interim order and to let the rent arrears grow, suggests that it is highly unlikely the Tenant would comply with another conditional order requiring the Tenant to pay new rent on time and in full until the combined hearing was held. That would be prejudicial to the Landlord and one of the factors to be considered on the adjournment request pursuant to Rule 15 of the Board's Rules of Procedure.
17. Given all of the above, the Tenant's request is denied.

The Tenant's Section 82 Claims

18. The Tenant seeks to raise his own issues pursuant to section 82 issues of the *Residential Tenancies Act, 2006* (the 'Act'). That provision says that the Tenant shall be permitted to raise any issue that could be the subject of an application at the hearing of the Landlord's L1 application if the Tenant has complied with the notice requirements set out in the Rules or provides an explanation satisfactory to the Board explaining why the Tenant could not comply.
19. Pursuant to subsection 82(2) the Tenant was required to give advance written notice to the Landlord and the Board that the Tenant was intending to raise the identified issues at the hearing of this application. Rule 19.4 says the deadline for doing so is no later than seven days prior to the hearing.
20. The Tenant has not complied with s. 82(2). He uploaded into the Tribunals Ontario's Portal ('TOP') notice of section 82 issues hours before the hearing and did not serve the Landlord with any notice. In addition, the Tenant fails to offer any explanation as to why he could not comply with s. 82(2). The Board's records show the Board mailed notice of this hearing date to the Tenant on December 23, 2025, along with information about filing section 82 claims. That means the Tenant had ample time to meet the seven day deadline and serve the Landlord if he wished to proceed with his section 82 issues at the hearing of this application.
21. As the Tenant has not met the requirements of s. 82 for proceeding with his claims on this application and has failed to establish he could not comply, those claims shall not be considered.

L1 Application

22. 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.

23. As of the hearing date, the Tenant was still in possession of the rental unit.
24. The lawful rent is \$657.00. It is due on the 1st day of each month.
25. Based on the monthly rent, the daily rent/compensation is \$21.60. This amount is calculated as follows: $\$657.00 \times 12$, divided by 365 days.
26. The Tenant has not made any payments since the application was filed.
27. The parties agree that rent arrears owing to January 31, 2026, total \$7,092.90.
28. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
29. The Landlord collected a rent deposit of \$625.00 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.
30. Interest on the rent deposit, in the amount of \$60.81 is owing to the Tenant for the period from August 1, 2020 to January 26, 2026.

Relief from Eviction

31. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act. I say that for the following reasons.
32. The Landlord opposes the granting of any relief to the Tenant. The Landlord has faced financial hardship due to the rent arrears owing. The Landlord has had to max out her line of credit and is now paying interest on that debt. The Landlord is retired and dependent on the income from the rental unit. The Landlord alleges the Tenant also owes \$1,200.00 in an unpaid electricity bill.
33. The Tenant seeks to remain in the rental unit. Although the Tenant contends the rent was not paid during an illegal lockout, the Tenant acknowledges he has failed to pay the rent at various times since the interim order was issued on March 28, 2025, which is outside of the alleged illegal lockout period.
34. Based on the Tenant's evidence with respect to his expenses and income, the Tenant cannot afford a repayment plan. Therefore, refusal of eviction or a condition order setting out a payment plan would be unfair in all of the circumstances here. The tenancy is not viable.
35. The eviction is delayed to February 28, 2026, to afford the Tenant more time to find a rental unit.
36. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

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:**
 - \$7,935.90 if the payment is made on or before February 28, 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 28, 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 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,497.69. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$21.60 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 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2026, then starting March 1, 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 March 1, 2026.

February 6, 2026
Date Issued

Paula West Oreskovich
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 1, 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 28, 2026

Rent Owing To February 28, 2026	\$7,749.90
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,935.90

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

Rent Owing To Hearing Date	\$6,997.50
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$625.00
Less the amount of the interest on the last month's rent deposit	- \$60.81
Total amount owing to the Landlord	\$6,497.69
Plus daily compensation owing for each day of occupation starting January 27, 2026	\$21.60 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	