



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

Citation: Younes v Setaih, 2026 ONLTB 9647

Date: 2026-01-29

File Number: LTB-L-096617-25-**AM**

In the matter of: 186 AGRO ST
WATERDOWN ON L8B1X7

Between: Omarou Younes Landlord

And

Susan Mohamed Setaih Tenant
Saif Elyazil S. Osman

This amended order is issued to correct a clerical error in the original order. The correction has been bolded and underlined for ease of reference.

Omarou Younes (the 'Landlord') applied for an order to terminate the tenancy and evict Susan Mohamed Setaih and Saif Elyazil S. Osman (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 and the Tenant support Eldon Setaih, attended the hearing.

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:

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 \$3,600.00. It is due on the 7th day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$118.36. This amount is calculated as follows: $\$3,600.00 \times 12$, divided by 365 days.
5. The Tenant has paid \$2,717.24 to the Landlord since the application was filed.
6. After the application was filed, the Tenant received a credit of **\$2,800.00**. There is no dispute that the Landlord has collected \$3,600.00 in excess of what is allowed pursuant to section 106 (2) of the *Residential Tenancies Act, 2006* (the "Act") which states:

106(2) The amount of a rent deposit shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month. 2006, c. 17, s. 106 (2).

7. Therefore, this amount will be credited to the arrears. Therefore, I find that the rent arrears owing to February 6, 2026 are **\$8,960.11**.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,600.00 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.
10. Interest on the rent deposit, in the amount of \$286.78 is owing to the Tenant for the period from November 7, 2022 to January 26, 2026.

Relief from eviction

11. The Tenant requested that the Board impose a repayment plan that would allow them to preserve the tenancy by paying the new rent that comes due as well as \$900.00 towards the arrears until they are paid in full.
12. The Tenant's support, ES, provided testimony regarding the Tenant's personal and financial difficulties including loss of employment and living on one income with three children ages 19, 18, 12, which impacted the Tenant's ability to pay rent.
13. The Landlord opposed the repayment plan proposed by the Tenants on the basis that it is too lengthy and therefore prejudicial to the Landlord as the Landlord has to pay the mortgage and without the rent payments it creates stress and a financial hardship. Also, the Landlord does not believe that the Tenant's will adhere to the payment plan as they have made promises in the past.
14. 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. Bearing in mind that eviction is a remedy of last resort, and having considered all of the parties' disclosed circumstances I find that it would not be unfair to provide the Tenant with relief from eviction on terms that respect the Landlord's right to collect the rent, that would require the Tenant to reduce the Landlord's financial burden, that respects the Tenant's assertion that they can restore this tenancy to

good standing and that would provide the Landlord with immediate recourse in the event of a breach. While the repayment plan will take approximately 9 months to repay all the arrears. To reduce any potential prejudice to for the Landlord, all payments will be subject to a section 78 clause.

It is ordered that:

1. The Tenant shall pay to the Landlord **\$9,146.11**, which represents the arrears of rent up to January 31, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - \$900.00 on or before the 1st day of each month from February 1, 2026 up to and including **November 1, 2026**; and
 - **\$146.11** on or before **December 1, 2026**.
3. Effective **February 7, 2026**, and continuing on or before the **7th** day in each consecutive month that follows, the Tenant shall pay the Landlord the full amount of the lawful monthly rent until the debt is paid in full.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

January 29, 2026

Date Issued

February 5, 2026

Date Amended

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.