



Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And Section 21.1 of the **Statutory Powers Procedure Act**

File Number: LTB-L-091780-25-AM

In the matter of: UNIT 1, 174 CHANCELLOR DRIVE
Woodbridge ON L4L7N4

Between: JASODRA ROOPA Landlord

And

ANWAR YUSUF Tenant

JASODRA ROOPA (the 'Landlord') applied for an order to terminate the tenancy and evict ANWAR YUSUF (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 19, 2026.

The Landlord, the Landlord's Legal Representative, Robertson Boyle and the Tenant attended the hearing.

This amended order is being issued to correct a clerical error in the order issued on January 30, 2026.

Determinations:

Section 82 Issues

1. The Tenant sought to raise issues related to illegal late fees collected by the Landlord, pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act').
2. The Tenant has not provided any of the evidence they intend to rely upon to either the Landlord or the Board, nor have they provided any written description of the issues they intend to raise.
3. Section 82 of the *Residential Tenancies Act, 2006* (the 'Act') states that:
 - (1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,

- (a) Complies with the requirements set out in subsection (2); or
- (b) Provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2).

(2) The requirements referred to in subsection (1) are the following:

1. The tenant shall give advance notice to the landlord of the tenants' intent to raise the issue at the hearing.
2. The notice shall be given within the time set out in the Rules.
3. The notice shall be given in writing and shall comply with the Rules.

4. Rule 19.1 of the Landlord and Tenant Board's Rules of Procedure states further that:

Unless the LTB has directed or ordered otherwise, all parties to a matter that has been scheduled for a CMH or a hearing must provide the other parties and the LTB with a copy of all documents, pictures and other evidence that the party intends to rely upon at least 7 days before the CMH or hearing . The evidence must be provided to the other parties using one of the methods of service identified in the RTA or Rule 3.

5. Rule 19.7 states that a party who fails to comply with Rule 19 or an order or direction for disclosure may not rely on the evidence that was not disclosed as directed or ordered, unless otherwise ordered.
6. As the Tenant has not provided the Landlord or the Board with any written description of the issues he intends to raise, I found that it was unfairly prejudicial to hear the section 82 issues. In addition, the Tenant was not prepared to provide evidence on the amount of the alleged illegal charges as of the date of the hearing so even in the case I accepted their request to bring section 82 issues related to the illegal charges, the Tenant was not prepared to proceed with their claims and I found it would be unfairly prejudicial to allow the Tenant to prepare their section 82 issues. The Tenant may bring their own claim for the alleged illegal charges.

Non-payment of Rent

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 \$1,500.00. It is due on the 13th day of each month.

10. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: $\$1,500.00 \times 12$, divided by 365 days.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to February 12, 2026 are \$10,450.00.
13. The Landlord collected a rent deposit of \$1,500.00 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.
14. Interest on the rent deposit, in the amount of \$53.55 is owing to the Tenant for the period from July 18, 2024 to January 19, 2026.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
16. The Tenant requested relief from eviction in the form of a payment plan requiring that the Tenant pay an additional \$600.00 per month towards the arrears until the arrears are paid in full.
17. The Tenant testified that he fell into arrears as he was paying towards other debts and lost his employment on August 31, 2025.
18. The Tenant testified that he has returned to work as of October 2025 and earns approximately \$3,700.00 per month. However, the Tenant has not been able to make any payments towards the rent or the arrears despite his employment. Further, the Tenant testified about his monthly expenses which total approximately \$4,300.00 per month which is higher than the Tenant's monthly income. I was not satisfied that there has been any change in the Tenant's circumstances that will allow him to pay the rent and the arrears as he proposes. As a result, I find that it would be unfair to grant relief from eviction in the form of a payment plan.
19. With regards to whether to postpone termination of the tenancy, the Tenant testified that he has lived in the rental unit since 2022 and will require 90 days to move out of the rental unit. However, I find that it would be unfair to postpone eviction any further as the arrears will only continue to grow.

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:**
 - \$10,450.00 if the payment is made on or before February 10, 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 10, 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 10, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,741.69. This amount includes rent arrears owing up to the date of the hearing. 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 \$49.32 per day for the use of the unit starting January 20, 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 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 10, 2026, then starting February 11, 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 11, 2026.

January 30, 2026
Date Issued

Christopher Lin
Member, Landlord and Tenant Board

February 10, 2026
Date Amended

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 11, 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 10, 2026

Rent Owing To February 12, 2026	\$10,450.00
Total the Tenant must pay to continue the tenancy	\$10,450.00

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

Rent Owing To Hearing Date	\$9,295.24
Less the amount of the last month's rent deposit	- \$1,500.00
Less the amount of the interest on the last month's rent deposit	- \$53.55
Total amount owing to the Landlord	\$7,741.69
Plus daily compensation owing for each day of occupation starting January 20, 2026	\$49.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	