



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

File Number: LTB-L-100126-25

In the matter of: 1221 GOUGH ROAD
London ON N5X0H2

Between: FUAD HAMDANI Landlord
KAHKASHAN HAMDANI

And

JUSTINE BROWN Tenant

FUAD HAMDANI and KAHKASHAN HAMDANI (the 'Landlord') applied for an order to terminate the tenancy and evict JUSTINE BROWN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 9, 2026.

The Landlord's agent, Syed Mohammad Shoaib Alam, the Landlords, and the Tenant attended the hearing.

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 \$3,000.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 14, 2026, are \$24,500.00.
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 \$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 \$90.02 is owing to the Tenant for the period from November 15, 2024, to February 9, 2026.

Relief from eviction

10. The Landlord submitted that they are seeking termination of the tenancy. The Landlord submitted that the Tenant simply cannot afford the rent as she is currently behind on rent.
11. The Tenant requested that the Board exercise its discretion by allowing her to remain in the possession of the rental unit. The Tenant agrees with the outstanding rent amounts. During the hearing, the Tenant testified about her personal and financial circumstances, that she lost her job in June 2025 and living on only child taxes with five children ages 15, 11, 8, 7 and 15 months limited her ability to pay her rent. The Tenant testified that she has just obtained new employment. The Tenant submitted that she could pay the ongoing rent and \$1,000.00 towards the arrears. The Tenant submitted that that she currently receives \$4,000.00 in child taxes and \$300.00 a month from trillium and also the children's father helps support the 5 children. The Tenant submits that when she returns to work, she will be receiving approximately \$1,700.00 a month. The Tenant did not present and evidence that she will be receiving employment or what she is receiving from child taxes a month. During the hearing it was unclear why the Tenant was unable to pay any rent since the application was filed.
12. 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 31, 2026, pursuant to subsection 83(1)(b) of the Act. I find that it would not be unfair to postpone eviction until March 31, 2026. This will provide the Tenant with more time to either void this order as set out below, or to seek other living accommodations with her five children. It will also provide the parties with time to make an arrangement between themselves to salvage the tenancy if they so choose and will give the Landlord certainty as to the termination of the tenancy if the Tenant does not pay his rent arrears and ongoing rent as it comes due prior to March 31, 2026.

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:**
 - \$26,066.82 if the payment is made on or before March 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$29,066.82 if the payment is made on or before March 31, 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 31, 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 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$19,483.65. 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 \$98.63 per day for the use of the unit starting February 10, 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 March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.

February 18, 2026
Date Issued

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 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 March 14, 2026

Rent Owing To March 14, 2026	\$25,880.82
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$26,066.82

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To April 14, 2026	\$28,880.82
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$29,066.82

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

Rent Owing To Hearing Date	\$22,387.67
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$90.02
Total amount owing to the Landlord	\$19,483.65
Plus daily compensation owing for each day of occupation starting February 10, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	