



Order under Section 69 Residential Tenancies Act, 2006

Citation: Riaz v Cromwell, 2026 ONLTB 15542

Date: 2026-02-23

File Number: LTB-L-101141-25

In the matter of: 28 COLE CRES
BRANTFORD ON N3T0P4

Between: NADEEM Riaz Landlord

And

Ashley Cromwell Tenant

NADEEM Riaz (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Cromwell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2026.

The Landlord 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 \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 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 28, 2026 are \$9,500.00.
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 \$2,500.00 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.
9. Interest on the rent deposit, in the amount of \$139.96 is owing to the Tenant for the period from November 1, 2023 to February 12, 2026.

Landlord submissions

10. The Landlord stated he is a small landlord and has suffered financially due to the arrears. The Landlord stated he has had to borrow money from family and friends in addition to maxing out his line of credit and credit cards.
11. In addition the Landlord stated he has a bed-ridden 25 year old child at home that he cares for and the Landlord feels incredible stress over his financial situation and the caring for his child.
12. The Landlord stated he does not know how much longer he can continue to cover the mortgage given the Tenant has made no payments since the application was filed.
13. The Landlord stated he is amenable to a repayment plan but expects the Tenant to repay the Landlord within five months.
14. In the alternative if the Tenant is unable to commit to a five month repayment the Landlord is seeking a standard order for eviction and arrears.

Tenant submissions

15. The Tenant does not dispute the arrears.
16. The Tenant stated she was involved in an abusive relationship up to November 2025 which affected her ability to pay the lawful rent.
17. The Tenant stated she has applied to SOAR and other alternative housing support programs but has not been accepted into any of them as of the day of the hearing.
18. The Tenant stated she has three children ages 16, 10, and 2 years old. The 16-year-old has a liver condition however is not on dialysis or medication.
19. The Tenant stated she is employed full time and requested the Board consider a repayment plan of \$150.00 to \$200.00 per month to pay down the arrears.
20. The Tenant submitted financial information for my consideration on a repayment plan. The Tenant has a total income of \$4,010.00, expenses of \$3,856.00 for a remaining balance of \$154.00.

21. If a payment plan was not accepted by the Board on behalf of the Tenant the Tenant stated she would need a delayed eviction date up to June 30, 2026 to find alternative housing for her family.

Section 83 Analysis

22. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. In this case, based on the evidence and submissions before me I find the tenancy is not viable.
23. In my view the Tenant's disposable income allows for a repayment of \$150.00 per month. This would take the Tenant 64 months (more than 5 years) to repay the Landlord for the arrears.
24. In considering both the submissions of the Landlord and the Tenant and analyzing the interests of both parties, In my view the Landlord would be prejudiced with such a long repayment plan.
25. Given the quantum of the arrears, and the Landlord's credible testimony regarding his financial circumstances I do not find the tenancy to be viable by accepting a repayment plan under section 83 on behalf of the Tenant.
26. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application for eviction and arrears however given the Tenant's circumstances I find it reasonable to afford the Tenant a short delay of eviction to allow her to find alternative housing for her and her children.
27. 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 not be unfair to postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act.
28. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
29. This order contains all reasons for the determinations and order made. No further reasons will 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:**
 - \$9,686.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,186.00 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 \$6,232.32. 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 \$82.19 per day for the use of the unit starting February 13, 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 23, 2026
Date Issued

Greg Brocanier
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 February 28, 2026

Rent Owing to February 28, 2026	\$9,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,686.00

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 March 31, 2026	\$12,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,186.00

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

Rent Owing to Hearing Date	\$7,986.28
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$139.96
Total amount owing to the Landlord	\$5,532.32
Plus, daily compensation owing for each day of occupation starting February 13, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	