



Order under Section 69 Residential Tenancies Act, 2006

Citation: 75 EASTDALE INC. v OSMAN, 2026 ONLTB 15982

Date: 2026-02-24

File Number: LTB-L-100224-25

In the matter of: 310, 75 EASTDALE AVE
EAST YORK ON M4C5N3

Between: 75 EASTDALE INC. Landlord

And

KHERIYA SIRAJ OSMAN Tenants
Mahamed Mahmud Ibrahim

75 EASTDALE INC. (the 'Landlord') applied for an order to terminate the tenancy and evict KHERIYA SIRAJ OSMAN and Mahamed Mahmud Ibrahim (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 17, 2026.

The Landlord's Legal Representative Sara Ginman and the Tenant Kheriya Siraj Osman (the 'Tenant') attended the hearing. The Tenant spoke with Tenant Duty Counsel prior to the hearing.

Determinations:

Preliminary Issues – Current Tenants

1. The Tenant clarified that the other named Tenant, Mahamed Mahmud Ibrahim had not been in the unit since 2021. Neither party requested that this individual be removed from the application and the application remains as against the parties as outlined.

Landlord's Evidence

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,603.60. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$85.60. This amount is calculated as follows: \$2,603.60 x 12, divided by 365 days.
6. The Tenant has paid \$2,603.60 to the Landlord since the application was filed.
7. The rent arrears owing to February 28, 2026, are \$9,124.80.
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 \$2,421.40 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 \$247.16 is owing to the Tenant for the period from June 1, 2021, to February 17, 2026.

Section 83 Considerations

11. The Tenant agreed that she owed the arrears and testified that she is waiting for the Rent Bank to provide her a payment of \$5,000.00 and that she would be able to pay the remaining balance of \$4,310.80 by way of a payment plan.
12. The Tenant testified that she is currently not working but had been working as a dental assistant and a personal support worker. When the Tenant was asked about her income, she replied that she gets a Child Tax Credit, as she has three children and that when she goes back to work she will be able to work out a payment plan.
13. In the alternative, having considered the circumstances of each party, I am issuing an extended standard order to the end of April to allow the Tenant to try to clear the arrears with the Rent Bank or other such agency or to allow her and her children time to vacate the unit.
14. As such, having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to postpone the eviction until April 30, 2026, pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$9,310.80 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,914.40 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$14,518.00 if the payment is made on or before April 30, 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 April 30, 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 April 30, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,493.84. 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 \$85.60 per day for the use of the unit starting February 18, 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 April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.

February 24, 2026
Date Issued

Jagger Benham
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 November 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	\$11,728.40
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,603.60
Total the Tenant must pay to continue the tenancy	\$9,310.80

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	\$14,332.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,603.60
Total the Tenant must pay to continue the tenancy	\$11,914.40

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$16,935.60
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,603.60
Total the Tenant must pay to continue the tenancy	\$14,518.00

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

Rent Owing To Hearing Date	\$10,580.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,603.60
Less the amount of the last month's rent deposit	- \$2,421.40
Less the amount of the interest on the last month's rent deposit	- \$247.16
Total amount owing to the Landlord	\$5,493.84
Plus daily compensation owing for each day of occupation starting February 18, 2026	\$85.60 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	