



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

File Number: LTB-L-103552-25

In the matter of: 908, 62 TANDRIDGE CRES
ETOBICOKE ON M9W2N8

Between: Toronto Community Housing Landlord

And

Syed Kazmi Tenant

Toronto Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Syed Kazmi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 18, 2026.

Only the Landlord attended the hearing.

As of 9:42 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Landlord reminded the Tenant verbally on January 12, 2026 of the hearing date. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$1,990.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.42. This amount is calculated as follows: \$1,990.00 x 12, divided by 365 days.
5. The Tenant has paid \$260.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$55,189.00.
7. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the Residential Tenancies Act, 2006 (the 'Act') the LTB may

order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to claim the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application.

8. There is no last month's rent deposit.
9. The Tenant is being ordered to pay \$50,000.00 for rent arrears, and daily compensation, plus the Landlord's cost of filing the application, if the Tenant does not void the order. However, if the Tenant chooses to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlord.
10. 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 18, 2026 pursuant to subsection 83(1)(b) of the Act.
11. Although the Tenant did not attend to give evidence of their circumstances the Landlord submitted that they have been trying to arrange payment plans and maintain the tenancy by giving the Tenant an opportunity to pay for years. The Landlord agrees that an extension to **March 18, 2026** is not unfair in the circumstances given the Tenant is 69 years of age.

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:**
 - \$55,189.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$57,179.00 if the payment is made on or before March 18, 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 18, 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 18, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$50,000.00. This amount includes rent arrears owing up to the date of the hearing. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction. See Schedule 1 for the calculation of the amount owing.

6. If the Tenant does not pay the Landlord the full amount owing on or before March 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 19, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before March 18, 2026, then starting March 19, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 March 19, 2026.

February 23, 2026
Date Issued

Julie Broderick
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 September 19, 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	\$55,449.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$260.00
Total the Tenant must pay to continue the tenancy	\$55,189.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 18, 2026

Rent Owing To March 31, 2026	\$57,439.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$260.00
Total the Tenant must pay to continue the tenancy	\$57,179.00

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

Rent Owing To Hearing Date	\$54,636.56
Less the amount the Tenant paid to the Landlord since the application was filed	- \$260.00
Total amount owing to the Landlord (limited by monetary jurisdiction)	\$50,000.00