



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-104162-25

In the matter of: UNIT 1013, 86 DUNDAS ST E
MISSISSAUGA ON L5A0B1

Between: Filipe Goncalves Nogueira Landlord

And

Tharaa Al Shalil Tenant
Khedr Albasha

Filipe Goncalves Nogueira (the 'Landlord') applied for an order to terminate the tenancy and evict Tharaa Al Shalil and Khedr Albasha (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

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

The Landlord's legal representative Liam Walker 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 \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 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 \$17,400.00. This amount was not in dispute.

7. The Landlord is entitled to \$10.00 to reimburse the Landlord for administration charges and \$30.00 for bank fees the Landlord incurred as a result of 2 cheques given by or on behalf of the Tenant which was returned NSF. This amount was also not in dispute.
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 \$2,350.00 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.
10. Interest on the rent deposit, in the amount of \$90.25 is owing to the Tenant for the period from July 1, 2024 to February 18, 2026.

Relief from eviction

11. The Tenants testified that they are currently reliant on disability benefits and therefore unable to work. They have two young children, aged 1.5 and 2.5 years, and one Tenant is currently pregnant. The Tenants stated that they have no financial means to pay the outstanding rent arrears, nor are they able to pay future rent as it becomes due. They request three months to vacate the rental unit in order to secure suitable alternative accommodations.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants have indicated that they are unable to pay either the outstanding arrears or the rent as it becomes due. While I have considered their current circumstances, including the presence of young children in the household, it would be inequitable to delay the eviction and permit the arrears to continue to increase.

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:**
 - \$17,626.00 if the payment is made on or before February 28, 2026.

OR

 - \$19,826.00 if the payment is made on or before March 6, 2026.
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 6, 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 6, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,360.02. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
6. The Tenant shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting February 19, 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 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 7, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 6, 2026, then starting March 7, 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 March 7, 2026.

February 23, 2026
Date Issued

Brett Lockwood
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 7, 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.