



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

File Number: LTB-L-105059-25

In the matter of: 1209, 75 PAISLEY BLVD W
MISSISSAUGA ON L5B1E6

Between: Equiton Residential Income Fund LP Landlord

And

Jazib Moeen Tenant

Equiton Residential Income Fund LP (the 'Landlord') applied for an order to terminate the tenancy and evict Jazib Moeen (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 24, 2026.

The Landlord's Agent Laveena Sansal and the Tenant Jazib Moeen attended the hearing.

Determinations:

Preliminary Issues:

1. At the commencement of the hearing, the parties requested, on consent, that Syed Zaidi be removed from the proceeding as they were no longer a Tenant. As the request was made on consent, the request to amend to the L1 application was granted. The L1 application has been amended accordingly.
2. Further, the Tenant stated there were four maintenance issues within the rental unit outstanding which the Landlord's Agent undertook to action with the Landlord's maintenance personnel. The four maintenance issues identified by the Tenant are: possible mold in bathroom, pieces of wooden floor broken that requires repair, front door needing to be fixed and portions of the rental unit that require paint.

The L1 Application:

3. 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.

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$2,125.75. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$69.89. This amount is calculated as follows: \$2,125.75 x 12, divided by 365 days.
7. The Tenant has paid \$4,251.50 to the Landlord since the application was filed.
8. The rent arrears owing to February 28, 2026, are \$2,125.75. The Tenant does not dispute this amount.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,012.76 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.
11. Interest on the rent deposit, in the amount of \$27.68 is owing to the Tenant for the period from July 1, 2025, to February 24, 2026.

Relief from eviction:

12. The Tenant wishes to preserve the tenancy and proposes a payment plan so that the outstanding rent arrears would be satisfied by May 22, 2026. The Landlord's Agent submits that the Tenant's proposal was reasonable and was agreeable to a conditional order. Based on the submissions and evidence before us, we find it reasonable to grant relief from eviction and a conditional order will be issued accordingly.
13. We 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,311.75 for arrears of rent up to February 28, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

	<u>DATE OF PAYMENT:</u>	<u>AMOUNT OF PAYMENT:</u>
1.	On or before March 5, 2026,	\$500.00
2.	On or before April 16, 2026	\$500.00

	<u>DATE OF PAYMENT:</u>	<u>AMOUNT OF PAYMENT:</u>
3.	On or before May 22, 2026,	\$1,311.75

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period March 1, 2026, to May 1, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after February 28, 2026.

March 6, 2026
Date Issued

David McFadden
Member, Landlord and Tenant Board

March 6, 2026
Date Issued

Heather Chapple
Vice-Chair, 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.