



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-093708-25

In the matter of: Basement, 706 VANIER ST
WINDSOR ON N8X3E6

Between: Jamil Baydoun Landlord

And

Maya Hamieh Tenant

Jamil Baydoun (the 'Landlord') applied for an order to terminate the tenancy and evict Maya Hamieh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 21, 2026.

The Landlord's legal representative, H. Elsayed and the Tenant and the Tenant's legal representative, T. Jenkins attended the hearing.

Determinations:

Preliminary issue- service of the N4 Notice

1. The Tenant legal representative submits that the N4 that the Tenant received is confusing, the rental periods and amount owing do not match. It became apparent that the N4 that the legal representative was referring to was different than the N4 that was uploaded to the portal. The signature date for the one uploaded to the portal was August 20, 2025, and the one the Tenant has was August 30, 2025.
2. The Landlord's legal representative submits that the N4 with the signature date of August 30, 2025 was not served by the Landlord and that the signature on the N4 is not the representative's signature.
3. The Tenant testified that she received two N4 notices from the Landlord. She does not recall when she received the notices. She testified that the Landlord gave the notices to her. She testified that the notices were handed to her in person. The Tenant could not recall whether the N4 notices were served close together in terms of time. She testified that one of the notices she received she found at home because her son could have been given it by the Landlord. The tenant testified that she saw an N4 notice in a pile of papers on her table, and she asked her son what it was. Her son indicated that it was from the Landlord.

4. The COS that was uploaded to the portal indicates that the N4 notice was served to the Tenant on August 20, 2025, by placing the documents in the mailbox. I am satisfied that the Tenant was properly served with the N4 notices that is subject to this application. Based on the Tenant's testimony above, it is more likely that the Tenant's son retrieved the notice from the mail box and placed it on the Tenant's table, than the Tenant not receiving the notice.

L1 application

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,650.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$54.25. This amount is calculated as follows: $\$1,650.00 \times 12$, divided by 365 days.
9. The Tenant has paid \$1,050.00 to the Landlord since the application was filed.
10. The rent arrears owing to January 31, 2026 are \$6,070.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,650.00 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.
13. Interest on the rent deposit, in the amount of \$43.24 is owing to the Tenant for the period from January 1, 2025 to January 21, 2026.

Relief from eviction

14. The Tenant testified that she has lived in the rental unit for about one year. She testified that her brother used to assist her with the rent but is no longer able to. The Tenant testified that besides her children, she has no family in Canada. She is unemployed and unable to afford the rent. The Tenant requested three months to vacate.
15. The Tenant's legal representative requested that because of the confusion with respect to the application and the update sheet, the Board refuse eviction and make an order for arrears only.
16. The Landlord requested a standard order.
17. I am not satisfied that this is a circumstance where refusing eviction based on alleged confusing numbers in the application and update sheet are warranted. The application filed was filed by the Landlord in November 2025, but only claimed arrears to August 2025. The

update sheet included payments made by the Tenant prior to the application filing date. Arguably, the application should have included rent due up to the month of filing as well as payments made by the Tenant. However, I am not satisfied that this warrants dismissing the Landlord's claim for termination. No evidence was submitted showing that the Tenant disagreed with the application or the L1 update sheet and asked for clarification. Applications can be amended, and the Tenant did not dispute any of the payments indicated on either the application or the update sheet. As a result, I decline to grant the Tenant's request for an order for arrears only.

18. 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 31, 2026 pursuant to subsection 83(1)(b) of the Act. I find that a short delay is warranted given the Tenant's circumstances, that there are children living in the unit.

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:**
 - \$9,556.00 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 \$4,052.01. 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 \$54.25 per day for the use of the unit starting January 22, 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.

March 5, 2026
Date Issued

Emily Robb
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 March 31, 2026

Rent Owing To March 31, 2026	\$10,420.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,050.00
Total the Tenant must pay to continue the tenancy	\$9,556.00

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

Rent Owing To Hearing Date	\$6,609.25
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,050.00
Less the amount of the last month's rent deposit	- \$1,650.00
Less the amount of the interest on the last month's rent deposit	- \$43.24
Total amount owing to the Landlord	\$4,052.01
Plus daily compensation owing for each day of occupation starting January 22, 2026	\$54.25 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	