



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-083970-25-RV

In the matter of: 810, 509 DUNDAS ST W
OAKVILLE ON L6M5P4

Between: Gurpreet SANDHU Landlord

And

NAHLA SALAH MOHAMMAD Tenant

Review Order

Gurpreet SANDHU (the 'Landlord') applied for an order to terminate the tenancy and evict NAHLA SALAH MOHAMMAD (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-083970-25 issued on January 9, 2026 as a result of a hearing that took place on December 16, 2025 where the Tenant was not in attendance.

On January 10, 2026 the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 14, 2026, interim order LTB-L-083970-25-RV-IN was issued, staying the order issued on January 9, 2026.

This application was heard by videoconference on January 29, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Ravinder Malik.

Determinations:

1. For the reasons that follow the request to review is granted on consent of the parties. The tenancy between the Landlord and the Tenant unless the Tenant pays to the Landlord \$27,039.00 (less any amounts already paid to the Landlord after the hearing date) on or before March 16, 2026.

REQUEST TO REVIEW

2. The Tenant's request to review alleges they were Not reasonably able to participate at the hearing on December 16, 2025, as they did not receive the notice of hearing. Further, that the order contains a serious error when it finds an incorrect quantum of rent arrears.

3. At the hearing, the Landlord consented to the review request.
4. As such, the request to review was granted and I proceeded to hear the merits of the Landlord's L1 application.

L1 APPLICATION

5. It is uncontested that the lawful monthly rent is \$2,650.00 and due on the first of the month.
6. It is also uncontested that the arrears owing for the period ending January 31, 2026 total \$21,739.00.
7. The Landlord seeks a standard voidable eleven-day order.
8. The Tenant testified that he could not pay the full amount within the 11-day period sought by the Landlord but seeks to preserve his tenancy of two years. He proposed a 22-month repayment plan which would begin at the next of February 2026.
9. The Tenant explains he was experiencing employment issues which resolved a few days before the hearing as he started his new job. He did not wish to speak about his finances but submits he awaits his first paycheck which would come at the end of the next month.
10. The Landlord opposes the Tenant's request for an extensive repayment plan as the arrears are significant and there is no last month rent deposit being held. Further, the Landlord does not have trust in the Tenant to repay the amount.
11. Based on the evidence before the Board I find the arrears owed to January 31, 2026 total \$21,739.00. This is undisputed by the parties.
12. With respect to the Tenant's request for relief, I find that the evidence is insufficient to establish he is able to afford the repayment plan he seeks. The Tenant did not provide testimony about his financial circumstances or documentary evidence to confirm he is employed, what he makes, etc.
13. Repayment plans are granted to allow a tenant to catch up on the arrears while continuing to pay their monthly rent. As there was no evidence offered with respect to the Tenant's circumstances, it is unclear whether the Tenant has the capacity to do as he asserts. So I do not find it appropriate to award a repayment plan under the circumstances.
14. The Tenant seeks a delay in eviction of 30 days to sort out his finances. The Landlord does not oppose this delay.
15. Given that the time sought by the Tenant has passed, as well as the length of this tenancy and the quantum of arrears, I find it appropriate to award a standard order.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

17. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The request to review order LTB-L-083970-25 issued on January 9, 2026 is granted and replaced with the following order.
2. The interim order issued on January 14, 2026 is cancelled.
3. The arrears and costs owing to January 31, 2026 total \$21,739.00.
4. Unless the Tenant voids the order the tenancy between the Landlord and the Tenant is terminated for non-payment of rent. The Tenant must move out of the rental unit on or before March 16, 2026.
5. The Tenant shall pay to the Landlord \$21,564.76 (less any payments already made to the Landlord). This amount represents the rent owing up to the hearing date and includes the application filing fee.
6. The Tenant shall also pay to the Landlord \$87.12 per day for compensation for the use of the unit starting January 30, 2026 to the date the Tenant moves out of the unit.
7. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
8. If the Tenant does not pay the Landlord the full amount owing* on or before March 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 17, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before March 16, 2026, then starting March 17, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 17, 2026.
11. If the Tenant wishes to void this part of the order and continue the tenancy, the Tenant must pay to the Landlord or to the Board in trust:
 - i. \$21,739.00 (less any amounts already paid to the Landlord after the hearing date) if the payment is made on or before January 31, 2026;

OR

 - ii. \$24,389.00 (less any amounts already paid to the Landlord after the hearing date) if the payment is made on or before February 28, 2026;

OR

 - iii. \$27,039.00 (less any amounts already paid to the Landlord after the hearing date) if the payment is made on or before March 16, 2026.

If the Tenant does not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

12. The Tenant may make a motion to the Board under subsection 74(11) of the Act to set aside this order if they pay the amount required under that subsection on or after March 16, 2026, but before the Sheriff gives vacant possession to the Landlord. The Tenant is only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

March 5, 2026
Date Issued

Sonia Anwar-Ali
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.