



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105620-25

In the matter of: BASEMENT, 3812 CRABTREE CRES
MISSISSAUGA ON L4T1S6

Between: MUHAMMAD SAEED MIAN Landlord

And

PETER ODION EDENOJIE Tenant

MUHAMMAD SAEED MIAN (the 'Landlord') applied for an order to terminate the tenancy and evict PETER ODION EDENOJIE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord and the Landlord's Representative, Muhammad Arshad Khan, attended the hearing.

As of 9:24 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. 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 Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
2. Section 43(1) of the *Residential Tenancies Act, 2006* (the 'Act'), requires a landlord to give a notice of termination in a form approved by the LTB. The N4 Notice has a table of rent owing on the second page wherein the Landlord is supposed to insert the start and end dates of the rental periods for which rent is claimed owing.
3. In the table of rent owing the start of one rental period was indicated as 01/04/204. The Landlord's Representative testified this was a typographic error and the correct date was 01/04/2024.
4. Sub-section 212(1) of the Act provides that substantial compliance with the content of forms is sufficient and subsection 212(2) elaborates on this and provides:

212(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.

5. We find identifying the year of the rental period as 204 was an obvious typographic error and there could be no reasonable confusion as to the rental period given the preceding and following rental periods in the table indicated 2024 and 2025 respectively. As a result, we find the N4 Notice substantially complied with the Act.
6. The Landlord served the Tenant with a valid N4 Notice. The Tenant did not void the N4 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$850.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$27.95. This amount is calculated as follows: \$850.00 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to February 28, 2026, are \$20,010.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$800.00 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.
14. Interest on the rent deposit, in the amount of \$102.20 is owing to the Tenant for the period from April 5, 2019, to February 24, 2026.

Relief from Eviction

15. The Landlord sought an order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order.
16. The Landlord's Representative testified the Landlord reached out to the Tenant and they entered into a payment plan; but, the Tenant did not comply and there has been no response to subsequent outreach. The Landlord's Representative was not aware of any reason to delay or deny eviction.
17. As the Tenant was not present or represented no other circumstances were presented.
18. We have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$21,046.00 if the payment is made on or before March 17, 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 17, 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 17, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$19,114.60. 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 \$27.95 per day for the use of the unit starting February 25, 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 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 18, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 17, 2026, then starting March 18, 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 18, 2026.

March 6, 2026
Date Issued

Harpreet Rindi
Member, Landlord and Tenant Board

Rebecca Case
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 18, 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 17, 2026

Rent Owing To March 31, 2026	\$20,860.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,046.00

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

Rent Owing To Hearing Date	\$19,830.80
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$800.00
Less the amount of the interest on the last month's rent deposit	- \$102.20
Total amount owing to the Landlord	\$19,114.60
Plus daily compensation owing for each day of occupation starting February 25, 2026	\$27.95 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	