



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

File Number: LTB-L-093644-25

In the matter of: BASEMENT, 32 HORNE DR
BRAMPTON ON L6V2V3

Between: ASAD ULLAH KHAN Landlord

And

VICTORIOUS ALEXANDER Tenant

ASAD ULLAH KHAN (the 'Landlord') applied for an order to terminate the tenancy and evict VICTORIOUS ALEXANDER (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 19, 2026.

The Landlord, the Landlord's Legal Representative, Samily Waslat and the Tenant attended the hearing.

Determinations:

Section 82 Issues

1. The Tenant sought to raise section 82 issues at the hearing for non-payment of rent.
2. The Tenant was served with the notice of hearing by the Board on December 14, 2025, deemed served on December 19, 2025.
3. The Tenants had ample time to bring any section 82 issues. However, the Tenants did not serve any written description of the issues to the Landlord or to the Board.
4. Section 82 of the *Residential Tenancies Act, 2006* (the 'Act') states that:
 - (1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,

(a) Complies with the requirements set out in subsection (2); or

(b) Provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2).

(2) The requirements referred to in subsection (1) are the following:

1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.
2. The notice shall be given within the time set out in the Rules.
3. The notice shall be given in writing and shall comply with the Rules.

5. Rule 19.1 of the Landlord and Tenant Board's Rules of Procedure states further that:

Unless the LTB has directed or ordered otherwise, all parties to a matter that has been scheduled for a CMH or a hearing must provide the other parties and the LTB with a copy of all documents, pictures and other evidence that the party intends to rely upon at least 7 days before the CMH or hearing. The evidence must be provided to the other parties using one of the methods of service identified in the RTA or Rule 3.

6. Rule 19.7 states that a party who fails to comply with Rule 19 or an order or direction for disclosure may not rely on the evidence that was not disclosed as directed or ordered, unless otherwise ordered.
7. The Tenant testified that he has had no communication with the Landlord since September 28, 2025 when the police attended the rental unit in response to a dispute between the Landlord and the Tenant and as a result, he did not provide any written description of the issues he intended to raise to the Landlord.
8. I was not satisfied that the Tenant was unable to comply with the requirements for disclosure.
9. As the Landlord was not served with any written description of the issues the Tenant intends to raise at least seven days prior to the hearing and the Tenant has not paid any rent since January 31, 2025, almost a full year prior to the hearing, I found that it was unfairly prejudicial to the Landlords to adjourn the matter to allow the Tenant to bring their section 82 issues. as a result, the Tenant's request to adjourn was denied. The Tenant may bring their own application for any of the issues they intended to raise at the hearing.

Non-Payment of Rent

11. 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.
12. As of the hearing date, the Tenant was still in possession of the rental unit.

13. The lawful rent is \$600.00. It is due on the 1st day of each month.
14. Based on the Monthly rent, the daily rent/compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.
15. The Tenant has not made any payments since the application was filed.
16. The Tenant testified that he does not believe he owes the rent as he submits there was a verbal agreement to waive rent in lieu of renovations that would be done by the Tenant in the rental unit. The Tenant was unable to provide any specific terms about what work would be performed or any discussed terms to either discount or waive the rent. In addition, no evidence was led about the work performed or the cost of any of the alleged work. As a result, I find that the Tenant owes the rent for this period and has not paid the rent for the periods of February 1, 2025 through to January 31, 2026 as claimed by the Landlord.
17. The rent arrears owing to January 31, 2026 are \$7,200.00.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.
20. 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.
21. The Tenant testified he is unable to pay the rent as he is waiting for payment from the Landlord for the work done in the unit to pay the rent.
22. The Tenant has not paid any rent in one year and his own testimony is that he is unable to afford to pay the rent. I am not satisfied that it would be reasonable in the circumstances to grant relief from eviction in the form of a payment plan and find that it would be unfairly prejudicial to the Landlord to postpone eviction any further where the Tenant has not paid any rent in the last year.

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:**
 - \$8,586.00 if the payment is made on or before March 28, 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 28, 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 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,160.87. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$19.73 per day for the use of the unit starting January 20, 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 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 29, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 28, 2026, then starting March 29, 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 29, 2026.

March 17, 2026
Date Issued

Christopher Lin
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 29, 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 28, 2026

Rent Owing To March 31, 2026	\$8,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,586.00

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

Rent Owing To Hearing Date	\$6,974.87
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$7,160.87
Plus daily compensation owing for each day of occupation starting January 20, 2026	\$19.73 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	