



Order under Section 69 Residential Tenancies Act, 2006

Citation: Qaisar v Azad, 2026 ONLTB 21691

Date: 2026-03-18

File Number: LTB-L-108936-25

In the matter of: Basement Unit, 150 NEWHOUSE BLVD
CALEDON ON L7C2E9

Between: Imran Qaisar
Aziza Bibi
Landlords

And

Alice Azad
Garabet Garabet
Tenants

Imran Qaisar and Aziza Bibi (the 'Landlords') applied for an order to terminate the tenancy and evict Alice Azad ('AA') and Garabet Garabet ('GG') (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 9, 2026. The first-named Landlord, Represented by Raïessa Mahabir, and the Tenants attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$11,900.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,900.00 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.
9. Interest on the rent deposit, in the amount of \$17.60 is owing to the Tenant for the period from September 30, 2025, to March 9, 2026.
10. 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. The Landlord seeks a standard order; that is, an order which can be filed with the Sheriff's office 12 days following its' issuance.
11. The Tenants submit that they have no heat in their rental unit. Under s.83(3)(a) of the Act, the Board must refuse to grant an application where the Landlord is in serious breach of their responsibilities under the Act. A lack of heat would be such a consideration. Both Tenants are receipt of public assistance at this time. They indicate they reported the Landlord to an agent who the Board understands oversees public spending with regard to rent although the Tenants' evidence was unclear.
12. The Landlord refutes the Tenants' claim. The Landlord states that the Tenants had contacted by-law for the Town of Caledon about two months ago. A by-law official attended the rental unit and found no infractions. Further, he said someone else – although the Landlord was unclear who this individual was – had inspected the rental unit and also told him everything was working. Given the Tenants' evidence, I presume the individual was the same person the Tenants referred to in their evidence.
13. The standard of proof in proceedings before this Board is "proof on a balance of probabilities." By that standard, the party bearing the burden of proof must show with evidence that, "more likely than not", their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
14. Based on the testimony before me, I am not persuaded that the Landlord failed to maintain the rental unit in breach of s.20(1) of the Act. I find the Landlord's evidence to be credible in that two individuals attended and inspected the rental unit about two months ago and found everything to be in good working order. The Tenants did not produce any evidence, beyond their oral statements, to support their claim. For example, a copy of the by-law report which could support their claim that the heating system is not working.
15. In this matter, I find that the Landlord's evidence is as believable as that of the Tenants. As such, I do not find that the Tenants discharged their onus of proof that it is more likely than not that the heating system is not working.

16. AA indicates she 62 years old and is on ODSP because she has health problems. GG is 42 years old and currently receives Ontario Works. The combined income of the parties is sufficient to pay the rent, but leaves very little left over, and cannot address the arrears which have accrued. AA submits they cannot pay the rent. They ask for three to four months' time to find alternate accommodations.
17. Given the evidence, I find the tenancy is not tenable. In my view, it would be prejudicial to the Landlord to delay the termination beyond March 31, 2026, given the amount of the arrears and the Tenants' admission that they cannot pay rent going forward. However, I find it appropriate to extend the termination to March 31, 2026, to give the Tenants an opportunity to find alternate accommodations considering their circumstances and health issues.

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:**
 - \$12,086.00 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 \$8,830.63. 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 \$62.47 per day for the use of the unit starting March 10, 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 18, 2026
Date Issued

Jane Dean
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	\$11,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,086.00

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

Rent Owing To Hearing Date	\$10,562.23
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,900.00
Less the amount of the interest on the last month's rent deposit	- \$17.60
Total amount owing to the Landlord	\$8,830.63
Plus daily compensation owing for each day of occupation starting March 10, 2026	\$62.47 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	