



Order under Section 69 Residential Tenancies Act, 2006

Citation: CAPREIT LIMITED PARTNERSHIP v MANSOUR, 2026 ONLTB 22232

Date: 2026-03-13

File Number: LTB-L-093810-25

In the matter of: 1103, 1297 MARLBOROUGH CRT
OAKVILLE ON L6H2S1

Between: CAPREIT LIMITED PARTNERSHIP Landlord

And

MAHMOUD MANSOUR Tenant

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict MAHMOUD MANSOUR (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 27, 2026.

The Landlord's legal representative, G. Paine, and the Tenant attended the hearing.

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 \$2,439.15. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$80.19. This amount is calculated as follows: \$2,439.15 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 January 31, 2026 are \$7,956.60.
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 \$2,439.15 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 \$50.66 is owing to the Tenant for the period from February 1, 2025 to January 27, 2026.
10. The Landlord requests a standard termination order. They submit that the arrears are substantial, and the Tenant is not earning enough income to pay the rent going forward.
11. The Tenant said that he went into arrears because he is a full-time student, dependent on OSAP, and his wife had to go on an extended maternity leave in November 2025. He said that he and his wife were not able to find daycare for their new baby, his wife could not return to work, and she ceased receiving EI payments. He said that they also receive \$700.00 child tax credit.
12. The Tenant said that he can work more hours as an Uber driver to pay the arrears, and the rent going forward. He said that he has only been working very part-time because of his academic programme. He also said that he has almost completed his academic programme.
13. The Tenant has lived in the rental unit for four years with his wife and two children. His main expenses, besides rent and food, are car payments and insurance of about \$1,000.00 per month, gas of about \$400.00 per month and hydro of about \$200.00 per month. He said that after March he can pay the rent as well as \$500.00 per month towards the arrears. He said that he would like to remain in the rental unit because he and his family like the area, his daughter attends school nearby, and he does not have a first and last month's rent deposit for a new unit.
14. I have considered all of the disclosed circumstances above 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 for the following reasons. The Tenant's own evidence proves, on a balance of probabilities, that the Tenant simply does not have sufficient income to sustain the tenancy after paying his other expenses. He has not paid any rent at all since November 2025.. Neither he nor his wife are working full-time at present, and the Tenant has no realistic idea what his income will be in the coming months, even after he completes his academic programme. Therefore, it is unlikely that a payment plan as proposed by the Tenant would be viable, or that he would be capable of complying with his proposal. However, the Tenant has lived in the rental unit for four years with his family, and he has voided previous orders from the Board. Therefore, I find that it is not unfair to give him a bit more time to either find an appropriate new unit, or to find the help he needs to pay off the arrears in full to sustain his tenancy.

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:**
 - \$13,020.90 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 \$5,378.77. 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 \$80.19 per day for the use of the unit starting January 28, 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 13, 2026
Date Issued

Nancy Morris
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	\$12,834.90
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,020.90

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

Rent Owing To Hearing Date	\$7,682.58
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,439.15
Less the amount of the interest on the last month's rent deposit	- \$50.66
Total amount owing to the Landlord	\$5,378.77
Plus daily compensation owing for each day of occupation starting January 28, 2026	\$80.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	