



Order under Section 69 Residential Tenancies Act, 2006

Citation: Moosa v Wesbrook, 2026 ONLTB 22414

Date: 2026-03-16

File Number: LTB-L-108452-25

In the matter of: 148 THOMAS ST S
ARNPRIOR ON K7S0J3

Between: Moosa Rafi
Sidra Mohsin Ali

Landlords

And

Laura Mary Wesbrook

Tenant

Moosa Rafi and Sidra Mohsin Ali (the 'Landlords') applied for an order to terminate the tenancy and evict Laura Mary Wesbrook (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 9, 2026.

Only the Landlords and their legal representative Nader Fetyan attended the hearing.

As of 2:48 pm, 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. The Tenant did not join during the scheduled block and the LTB technical team did not advise of any related issues. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

1. The Landlord said that they attempted to communicate with the Tenant about this hearing by phone and the Tenant was non-responsive. They then contacted the Tenant's stepfather on January 29, 2026 and provided details about this hearing. He assured the Landlords that he would relay the details to the Tenant.
2. The N4 notice to terminate the tenancy served to the Tenant on December 12, 2025 failed to include the amount of rent charged for the period December 2025. However, the claim was for the one-month period and included the amount the Tenant paid and total rent owing.

3. The Landlord's representative asserts the original N4 notice contained all relevant details and there may have been an issue in transmission to the LTB portal.
4. In the alternative and based on the evidence before the Board and on a balance of probabilities, I am satisfied that the chart in the N4 notice would not be confusing for the Tenant. The arrears covered a month period with all other relevant information that they could easily identify the rent owing. As per s.212 of the *Residential Tenancies Act, 2006* (the 'Act'), I am satisfied the N4 notice provided sufficient and clear detail for the Tenant to understand the arrears claimed by the Landlord.
5. The Landlords 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: $\$2,500.00 \times 12$, divided by 365 days.
9. The Tenant has paid \$2,000.00 to the Landlords since the application was filed.
10. The Landlords' representative said that due to the filing date of the application, arrears for January 2026 were not included in the application. As such, the amount owing should include arrears for January 2026.
11. The rent arrears owing to March 31, 2026 are \$7,847.00.
12. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlords collected a rent deposit of \$2,500.00 from the Tenant and this deposit is still being held by the Landlords. 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 \$213.53 is owing to the Tenant for the period from September 10, 2022 to March 9, 2026.
15. The Landlord's representative said many attempts have been made to reserve this tenancy by way of credit incentives and payment plans. While the Tenant said they would try to pay the amount owing to the Landlord, they have failed to do so.
16. The Landlord's representative said that this tenancy began around 2022 and they have no further knowledge of the Tenant's circumstances or any reason to delay or deny the eviction application.
17. 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 Landlords 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.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$8,033.00 if the payment is made on or before March 27, 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 27, 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 27, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$3,559.18. 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 Landlords owe 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 Landlords compensation of \$82.19 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 Landlords the full amount owing on or before March 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 28, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 27, 2026, then starting March 28, 2026, the Landlords 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 Landlords on or after March 28, 2026.

March 16, 2026
Date Issued

Dana Wren
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 28, 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 27, 2026

Rent Owing To March 31, 2026	\$9,847.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,000.00
Total the Tenant must pay to continue the tenancy	\$8,033.00

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

Rent Owing To Hearing Date	\$8,086.71
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,000.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$213.53
Total amount owing to the Landlords	\$3,559.18
Plus daily compensation owing for each day of occupation starting March 10, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	