



Order under Section 69 Residential Tenancies Act, 2006

Citation: David v Elbayoumy, 2026 ONLTB 22665

Date: 2026-03-19

File Number: LTB-L-108577-25

In the matter of: 7, 4620 GUILDWOOD WAY
MISSISSAUGA ON L5R4H5

Between: Sanjay David Landlord

And

Bahaa Eldin Elbayoumy Tenants
Aya Mohamed

Sanjay David (the 'Landlord') applied for an order to terminate the tenancy and evict Bahaa Eldin Elbayoumy and Aya Mohamed (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 4, 2026 at 11:33 a.m.

The Landlord's representative Christopher Willaims, licensed paralegal and the Tenants Bahaa Eldin Elbayoumy and Aya Mohamed attended the hearing.

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.

Lawful monthly rent and rent arrears owing

3. The Tenant submitted the lawful monthly rent is \$2,400.00 and therefore contested the total amount of arrears owing. The Tenant did not lead any documentary evidence to support their testimony regarding the lawful monthly rent and when asked what they owed

in arrears, did not provide any records or testimony to confirm a total amount. The Landlord's representative submitted the lawful monthly rent was \$2,700.00 and that all the relevant forms, including the Notice, the application, and the L1/L9 information update are consistent in support of the lawful monthly rent being \$2,700.00. After considering all of the evidence, based on a balance of probabilities, I find the lawful rent is \$2,700.00.

4. The lawful monthly rent is due on the 1st day of each month.
5. The Tenant has also not made any payments since the application was filed.
6. As such, the rent arrears owing to March 31, 2026 are \$24,500.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Daily compensation, rent deposit

8. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
9. The Landlord collected a rent deposit of \$2,700.00 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.
10. Interest on the rent deposit, in the amount of \$88.94 is owing to the Tenant for the period from October 18, 2024 to March 4, 2026.

Relief from eviction

11. 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*.

Serious Breach of Landlord's Responsibilities

12. The Tenant alleged that there have been ongoing maintenance problems with the unit and submitted that these circumstances result in mandatory refusal of eviction under subsection 83(3)(a) of *the Act*. That section states that the Board must deny eviction when "the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement."
13. The event alleged by the Tenant includes an issue with the air conditioner.
14. The Tenant Mr. Elbayoumy testified that in August 2025, the air conditioning system was broken in the rental unit. The Tenant further testified the Landlord repaired the issue on or about August 10, 2025.

Analysis

15. With respect to the air conditioning issue, subsection 83(3)(a) of *the Act* speaks in the present tense, thus I cannot consider past breaches that have been remedied. Also, the use of the word “serious” in subsection 83(3)(a) establishes that not all breaches of the Landlord’s responsibilities can be considered; only those determined by the Member to be serious will invoke section 83(3) of *the Act*. Even if the air conditioning issue was ongoing, I am not satisfied based on the Tenant’s evidence or description of them that the matter, constitutes a serious breach of any responsibilities of the Landlord under the *Act*. Had documentary evidence been provided to support the Tenant’s claims, this may have been more persuasive.

Other Circumstances

16. The Tenant testified that finding a new unit that is both affordable and suitable, in particular for their two children aged 6 and 7 years old, in the community that is close to their school would be challenging given the current rental market conditions. For these reasons, the Tenant requested a payment plan beginning at \$600.00 per month until the arrears are paid in full, or should an eviction be granted, the Board delay the eviction.
17. The Landlord’s representative submitted that any payment plan was inappropriate, as since the application the Tenant has not made any payments despite the Tenant’s own testimony that he has a household income of approximately \$5,500.00 each month. The Landlord’s representative further submitted that any delay would only further prejudice the Landlord as the arrears were significant.
18. After considering all the circumstances however, I find that it would not be unfair to postpone the eviction until March 31, 2026. While I am not persuaded the Tenant would be able to commit to a payment plan, as by their own testimony their average monthly household expenses of approximately \$5,700.00 exceed their average monthly household income of approximately \$5,500.00, I find a modest delay will afford the Tenant with additional time to complete a housing search for an affordable and suitable unit in the community which is appropriate given the Tenant’s circumstances, without significantly prejudicing the Landlord.

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:**
 - \$24,686.00 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 \$19,552.14. 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 \$88.77 per day for the use of the unit starting March 5, 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 30, 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 19, 2026
Date Issued

Greg Witt
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	\$24,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$24,686.00

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

Rent Owing To Hearing Date	\$22,155.08
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,700.00
Less the amount of the interest on the last month's rent deposit	- \$88.94
Total amount owing to the Landlord	\$19,552.14
Plus daily compensation owing for each day of occupation starting March 5, 2026	\$88.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	