



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105773-25

In the matter of: 1518 Oran Crt
Mississauga ON L5N1L3

Between: Rami Suliman Landlords
Rawaa Kabak

And

Cristin Iskandar Tenants
Emil Meawad

Rami Suliman and Rawaa Kabak (the 'Landlords') applied for an order to terminate the tenancy and evict Cristin Iskandar and Emil Meawad (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 2, 2026.

The Landlords and the Tenants attended the hearing.

Preliminary Issue:

Adjournment request

1. The Tenants' request for an adjournment, for an Arabic interpreter, is denied for the reasons that follow.
2. I reviewed the Board's records and found no request made by the Tenants prior to the hearing for an interpreter. The Notice of Hearing was mailed to the Tenants on February 2, 2026, deemed served on February 7, 2026, so there was plenty of time to request one in advance. Further, the Tenants sent in evidence to the Board and I find that they knew or ought to have known how to communicate with the Board. They should have been more diligent with their request for an interpreter or tried to find someone who could assist them at the hearing if the request for interpretation were denied.
3. The Landlords objected to an adjournment since the amount of arrears is high and the Tenants should have requested an interpreter before the hearing.
4. When I spoke to the Tenants, I found that there were able to understand and respond in English to a level that a hearing could be conducted without prejudice. Therefore, I denied the adjournment.

Section 82 issues

5. The Tenants wished to raise their own issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). For the reasons that follow, the Tenants were not permitted to raise these issues at the hearing.
6. Section 82 of the Act provides that a Tenant shall be permitted to raise any issue that could be the subject of an application if the Tenant complies with the disclosure requirements or provides a satisfactory explanation as to why they could not comply with the disclosure requirements.
7. The Act requires a Tenant to give advance notice of the issues to the Landlord within the time set out in the Rules. The Board's Rules require that disclosure must be made to the Landlord and the Board as soon as possible but no later than 7 days before the hearing of the Landlord's application.
8. The Tenants submitted no disclosure either to the Board or the Landlords. The Tenants did not provide a satisfactory explanation as to why they were unable to comply with the requirement.
9. I believe it would be procedurally unfair and prejudicial to the Landlords to permit the Tenants to raise issues under section 82 at this hearing given the Tenants' lack of disclosure, which affects the Landlords' ability to know the case to be met. Accordingly, the Tenants were not permitted to raise issues under section 82. The Tenants may bring their own separate application to address these issues at another time.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,665.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$87.62. This amount is calculated as follows: \$2,665.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$10,660.00.
7. The Tenants do not agree that they owe the amount being claimed. The Tenants state that the Landlord has served them an N12 notice and has not compensated them for it. The Landlords sent them a picture of a cheque but have failed to deliver it. The Tenants also claim they have paid rent for December 2025 and January 2026 but failed to provide any evidence of the same. The Tenants then stated that they believe they only owe two months of rent. I am granting the amount the Landlords are claiming as I have no evidence to find otherwise.

8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlords collected a rent deposit of \$2,600.00 from the Tenants, 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.
10. Interest on the rent deposit, in the amount of \$78.76, is owing to the Tenants for the period from December 1, 2024, to March 2, 2026.
11. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. The Tenants are in the process of moving out and have already moved out some of their belongings. The Tenants need some time to move the rest. Since the Tenants are moving out there is no reason to delay or deny eviction.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$10,846.00 if the payment is made on or before March 28, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order, the Tenants must move out of the rental unit on or before March 28, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$5,677.48. This amount includes rent arrears owing 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$87.62 per day for the use of the unit starting March 3, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before March 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 29, 2026, at 4.00% annually on the outstanding balance.

8. If the unit is not vacated on or before March 28, 2026, then starting March 29, 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 29, 2026.

March 17, 2026
Date Issued

Sheena Brar
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 Tenants 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	\$10,660.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$10,846.00

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

Rent Owing to Hearing Date	\$8,170.24
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$78.76
Total amount owing to the Landlords	\$5,677.48
Plus, daily compensation owing for each day of occupation starting March 3, 2026	\$87.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	