



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-102804-25

In the matter of: Bedroom 20, 55 Huntley
Toronto ON M4Y2L2

Between: Broccolini HLS Limited Partnership Landlord

And

Khalid Abdul Rahman Tenant

Broccolini HLS Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Khalid Abdul Rahman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 18, 2026.

The Landlord's Agents, Pedro Marchese and Ilana Shteinberg, the Tenant's Legal Representative, Alicia Golding 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 \$1,029.27. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$33.84. This amount is calculated as follows: \$1,029.27 x 12, divided by 365 days.
5. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 7, 2026 are \$14,537.31, which is not disputed.
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 \$1,001.00 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.

Maintenance Issues

9. The Tenant attempted to raise the following maintenance issues under section 82 of the Residential Tenancies Act, 2006 (the "Act"): lack of hot water, no heat, bed bugs, a water leak and mold issues.
10. During the hearing I asked the Tenant when the Landlord was notified of these issues, and the Tenant testified that the Landlord has never been notified as he has been there for 10 years, and he doesn't tell the Landlord about the issues. I find that there wasn't proper disclosure about the issues intended to be raised, and I didn't consider the issues as they were not properly before me.
11. The Landlord was not aware of the issues other than a pilot light going out due to a flood, but the parties agreed this issue was rectified within a timely manner.
12. Without the Tenant advising the Landlord of the issues, the Landlord was not aware and I find that the Landlord has not failed his obligation to maintain the rental unit as the Landlord was not aware.

Relief from eviction

13. The Tenant sought a payment plan to satisfy the arrears with a \$12,000.00 payment to the Landlord immediately and the remainder to be paid within the first week of March 2026. The Tenant testified that they obtained a loan from family and friends in order to satisfy the payment plan being offered.
14. The Landlord sought a voidable standard order for termination of the tenancy and was not agreeable to the payment plan being offered by the Tenant.
15. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The payment plan proposed by the Tenant was reasonable. It purports to satisfy the arrears in a short amount of time.
16. Due to the date of this order, I find it reasonable to provide the Tenant with additional time to satisfy the payment plan being offered to the Landlord.

It is ordered that:

1. The Tenant shall pay to the Landlord \$14,723.31 for arrears of rent up to February 28, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

- a) The Tenant shall pay the Landlord \$12,000.00 on or before March 31, 2026.
 - b) The Tenant shall pay the Landlord the remaining balance of \$2,723.31 on or before April 6, 2026.
3. The Tenant shall pay the Landlord March 2026's rent in full on or before March 31, 2026.
 4. The Tenant shall also pay to the Landlord new rent on time and in full for April 2026.
 5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after February 28, 2026.

March 24, 2026
Date Issued

Samantha Greaves
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.