



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

File Number: LTB-L-108065-25

In the matter of: BASEMENT UNIT, 8 LONGBRIDGE RD
VAUGHAN ON L4J 1L5

Between: Mohamed Sunderji Landlord

and

Zazi Jelani Tenants
Shakerullah Ibrahim Khail

Mohamed Sunderji (the 'Landlord') applied for an order to terminate the tenancy and evict Zazi Jelani and Shakerullah Ibrahim Khail (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 17, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

Preliminary Issues

1. The Landlord requested to amend to the application to add "Basement Unit" to the rental address. The Tenants did not object and I granted the amendment.
2. The Tenants requested a Pashto interpreter. They did not arrange for one in advance of the hearing; however, they were able to participate in the hearing without the interpreter.
3. The Tenants also wanted to raise maintenance issues in the unit. They complained about a flood in the basement. The Tenants indicated that they did not submit their maintenance issues to the Board and to the Landlord in advance of this hearing because they were unaware of the Board's procedures.
4. Rule 19.4 of the Board's Rules of Procedure provides that a Tenant who wishes to raise s.82 issues at a hearing must serve the Landlord and file with the Board a list of their issues as well as their supporting evidence at least seven days before the hearing. Further, rule 19.5 provides that a Tenant who fails to comply with s.19.4 shall not be permitted to raise these issues at the hearing unless the Board is satisfied that they could not comply.

5. I find that the Tenants had advance notice of this hearing and ample opportunity to raise section 82 issues but did not. For this reason, I did not hear any evidence or submission with respect to the Tenants' s. 82 issues.

L1 Application

6. The Landlord 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.
7. As of the hearing date, the Tenants were still in possession of the rental unit.
8. The lawful rent is \$1,600.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
10. It is not in dispute that the Tenants have not made any payments since the application was filed. The rent arrears owing to March 31, 2026, are \$12,000.00. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

Relief from Eviction

12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until April 30, 2026, pursuant to subsection 83(1)(b) of the *Residential Tenancies Act, 2006* (the 'Act').
13. The parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order. The Tenants indicated that they are not seeking to preserve their tenancy because they are unable to afford the current rent. They requested that I delay the eviction to May 30, 2026.
14. The Landlord objected to the proposed delay. It is the Landlord's position that further delay would cause financial prejudice to the Landlord because costs associated with the rental unit have to be paid.
15. The evidence establishes that the Tenants are unable to afford the current rent, and the arrears have accumulated to \$12,000.00. The Tenants have not made any payments since the application was filed. I find that the tenancy is not viable. However, I find that a brief postponement is reasonable to allow the Tenants an opportunity to preserve their tenancy, or if necessary, secure alternative accommodation.

It is ordered that:

1. The tenancy between the Landlord 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 Landlord or to the Board in trust:

- \$12,186.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$13,786.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the Board 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 April 30, 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 April 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$11,480.20. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$52.60 per day for the use of the unit starting March 18, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced. 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 May 1, 2026.

March 26, 2026
Date Issued

Adeela Alvez
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 November 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 Tenants 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	\$12,000.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$12,186.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing to April 30, 2026	\$13,600.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$13,786.00

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

Rent Owing to Hearing Date	\$11,294.20
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$11,480.20
Plus, daily compensation owing for each day of occupation starting March 18, 2026,	\$52.60 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	