



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

File Number: LTB-L-089824-25

In the matter of: Basement, 546 LAURIER CRES
PICKERING ON L1V4P9

Between: Reshma Khan Landlords
Ashfaq Hussain

And

Tasneem Shirazi Tenants
Faryal Sherazi

Reshma Khan and Ashfaq Hussain (the 'Landlords') applied for an order to terminate the tenancy and evict Tasneem Shirazi and Faryal Sherazi (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 9, 2026. The Landlord, Reshma Khan ('RK'), the Landlords' Legal Representative, Amala Drijpal, and the Tenant, Faryal Sherazi ('FS'), attended the hearing.

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 \$1,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: \$1,700.00 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 \$8,500.00.
7. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.

8. The Landlords collected a rent deposit of \$1,700.00 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.
9. Interest on the rent deposit, in the amount of \$30.71 is owing to the Tenants for the period from April 30, 2025 to March 9, 2026.

Relief from Eviction / Section 83 of the Act

10. The Landlords' Legal Representative requested a standard 11-day termination order on the basis that the Tenants had not paid any rent in five months and this was causing financial hardship for the Landlords as RK had lost her job and the Landlords rely on the rental income in order to meet their financial obligations.
11. I considered whether the Landlords attempted to negotiate a repayment agreement with the Tenants pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlords' Legal Representative submitted that RK attempted to speak with the Tenants regarding the amount owing but the Tenants cut off all communication and accused RK of harassing them.
12. FS testified on behalf of the Tenants. Only the Tenants reside in the rental unit and they have lived there since May 1, 2025.
13. It was FS' evidence that the Tenants had difficulty paying the rent as they are both on ODSP and had other debts to pay off.
14. The Tenants combined income from ODSP is approximately \$2,736.00 per month. In addition to the monthly rent of \$1,700.00, the Tenants expenses are approximately \$900.00 per month for things like groceries and transportation. Utilities are included in the rent and their family members pay for their other expenses, such as their phone and internet.
15. FS stated that the Tenants had a payment plan with their previous landlord to pay back \$1,800.00 for rent arrears and \$1,500.00 for unpaid utilities, which the Tenants finished paying just prior to the hearing.
16. FS was opposed to termination of the tenancy and requested a payment plan of \$200.00 per month, in addition to the monthly rent, until the arrears are paid in full.
17. The Landlords' Legal Representative opposed the payment plan requested on the basis that it would take over the over three and a half years to pay off the arrears, which would be prejudicial to the Landlords.
18. In the alternative, FS requested a delay of eviction of at least 3 months as the Tenants would need time to find a new place, which would be difficult because of their limited income. In addition, FS stated that the other Tenant, who is her mother, has several health issues and that moving would be difficult for her.
19. Based on the evidence and submissions provided, I do not find a payment plan to be appropriate in the circumstances. The Tenants have not paid any rent in five months, while I understand the Tenants were trying to pay off their debts to their previous landlord, FS was unable to provide a reasonable explanation as to why the Tenants did not at least

make partial payments to the Landlords. The plan proposed by the Tenants would take approximately three and a half years to complete and I find this length of time to be prejudicial to the Landlords.

20. The Tenants requested a three-month delay of eviction if the tenancy is terminated. I do not find this length of delay to be appropriate in the circumstances as it is likely that the Tenants will continue to accrue arrears, which would be prejudicial to the Landlords.
21. That said, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the Tenants' income source and medical issues, and find that it would not be unfair to postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) of the Act. Any prejudice this postponement may cause the Landlords is mitigated by the last month's rent deposit held by the Landlords.

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:**
 - \$8,686.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$10,386.00 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 LTB to void this order under section 74(11) of the Act, if the Tenants has 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 Landlords \$5,758.30. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$55.89 per day for the use of the unit starting March 10, 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 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 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 Sheriff is directed to give vacant possession of the unit to the Landlords on or after May 1, 2026.

March 31, 2026
Date Issued

Rachel Gibbons
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	\$8,500.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$8,686.00

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	\$10,200.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$10,386.00

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

Rent Owing to Hearing Date	\$7,303.01
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$30.71
Total amount owing to the Landlords	\$5,758.30
Plus daily compensation owing for each day of occupation starting March 10, 2026	\$55.89 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	