



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

File Number: LTB-L-005444-26

In the matter of: Unit 3, 901 River Road
Pembroke ON K8A1B1

Between: 2737277 Ontario Limited Landlord

And

Majed El-Helou Tenant

2737277 Ontario Limited and (the 'Landlord') applied for an order to terminate the tenancy and evict Majed El-Helou (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 25, 2026.

The Landlord's Agent Kai Laporte 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 \$1,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$7,500.00.
7. At the hearing the Tenant disputed the quantum of arrears outstanding. He testified that the Landlord informed him that if he vacated the rental unit he would be given one-month free rent, and it was his understanding that he would be given one months free rent even if he did not vacate. The Landlord disputed this claim.

8. I am satisfied that the arrears claimed are correct. The Tenant did not refer me to any documentation in support of his claim. Additionally, it strikes me as unlikely that the Landlord would simultaneously make his offer of a month of free rent conditional on the Tenant vacating, only to remove this condition as this would remove any incentive for the Tenant to vacate the rental unit.
9. The Landlord collected a rent deposit of \$1,800.00 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 \$23.30 is owing to the Tenant for the period from August 13, 2025 to March 25, 2026.
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 April 30, 2026 pursuant to subsection 83(1)(b) of the Act. At the hearing the Landlord sought a standard order and the Tenant a delay to May 31, 2026. The Tenant testified that he has been off work due to an illness for which he recently had surgery, he was hoping to return to work in February, but his doctor has now indicated that he may be able to return to work in May 2026. The Tenant also testified that he has no income, he has applied for social assistance and was denied, He has a hearing to challenge this decision on April 23, 2026.
12. The Tenant was not certain that he would be able to return to work in May 2026.
13. The Tenant also testified that he has cognitive problems and cannot sit as a result of his illness and surgery and has sought alternative accommodation and cannot secure a new unit.
14. In consideration of the Tenant's circumstances and the fact that the Landlord is holding a last month rent deposit I am satisfied that it is appropriate to delay termination to April 30, 2026. However, as the Tenant has no source of income and his testimony with respect to his return to work was speculative I find that any further delay would be unduly prejudicial to 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:**
 - \$7,500.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,300.00 if the payment is made on or before April 30, 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 April 30, 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 April 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,356.20. This amount includes rent arrears owing up to the date of the hearing. 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 \$59.18 per day for the use of the unit starting March 26, 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 April 30, 2026, the Tenant 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.
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 May 1, 2026.

March 31, 2026
Date Issued

Reid Jackson
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 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	\$7,500.00
Total the Tenant must pay to continue the tenancy	\$7,500.00

B. Amount the Tenant 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	\$9,300.00
Total the Tenant must pay to continue the tenancy	\$9,300.00

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

Rent Owing To Hearing Date	\$7,179.50
Less the amount of the last month's rent deposit	- \$1,800.00
Less the amount of the interest on the last month's rent deposit	- \$23.30
Total amount owing to the Landlord	\$5,356.20
Plus daily compensation owing for each day of occupation starting March 26, 2026	\$59.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	