



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

File Number: LTB-L-088892-25

In the matter of: 211, 7095 REXWOOD RD
MISSISSAUGA ON L4T4J6

Between: Peel Housing Corp o/p As Peel Living Landlord

And

Mohamed Isse Tenant

Peel Housing Corp o/p As Peel Living (the 'Landlord') applied for an order to terminate the tenancy and evict Mohamed Isse (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 21, 2026.

Only the Landlord's agent, Cyrina Aska, attended the hearing.

As of 1:54pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Issue: Who is Shukran Ahmad Hersi

1. At the hearing, SAH attended and sought to participate as a Tenant. She testified that she was the wife of the named Tenant.
2. The Landlord submits she is not a tenant and therefore did not have standing before the Board.
3. In reviewing the lease agreement presented by SAH, it appears she is not on the lease agreement as a Tenant; therefore, I do not find her to be a Tenant and proceeded to hear the matter on an uncontested basis.

L1 Application

4. 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.

5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,458.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$47.93. This amount is calculated as follows: \$1,458.00 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to January 31, 2026 are \$7,270.00.
10. The Landlord seeks a standard voidable order with an extended termination date to February 28, 2026.
11. As the Landlord's request benefits the Tenant in that it provides him with more than the standard eleven-day period to preserve their tenancy, the Landlord's request is granted.
12. The Landlord collected a rent deposit of \$1,468.36 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.
13. Interest on the rent deposit, in the amount of \$1.77 is owing to the Tenant for the period from January 1, 2026 to January 21, 2026.
14. The Landlord incurred the cost to file this application in the amount of \$186.00 and is entitled to its reimbursement.
15. 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 Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$7,456.00 if the payment is made on or before January 31, 2026; OR
 - \$8,914.00 if the payment is made on or before February 28, 2026; OR
 - \$10,372 if the payment is made on or before March 31, 2026; OR
 - \$11,830.00 if the payment is made on or before April 19, 2026.
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 19, 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 19, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,534.40. This amount includes rent arrears owing up to the date of the hearing and the application filing fee. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
6. The Tenant shall also pay the Landlord compensation of \$47.93 per day for the use of the unit starting January 22, 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 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 19, 2026, then starting April 20, 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 April 20, 2026.

April 8, 2026
Date Issued

Sonia Anwar-Ali
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 October 20, 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.