



**Amended
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedures Act**

File Number: LTB-L-049254-25-AM-
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In the matter of: 11 Joseph Hartman Crescent
Aurora ON L4G1C9

Between: Ashraf Bebawi Landlord

And

Helen Eleain Jordanidis Tenants
Garfield Walker

Pursuant to a request that was filed by the Landlord on February 17, 2026, the order is further amended to correct the spelling of the surname of one of the Tenants to Jordanidis from Lordanidis, which was set out in the first clerically amended order by clerical error. Because the presiding adjudicator is on an extended leave of absence from the LTB, I exercised my authority under the LTB's Rules of Procedure to further amend the amended order in the presiding adjudicator's absence.

The order contained a clerical error, this amended order was issued to correct the order dated September 2, 2025. The amendments are underlined for ease of reference.

Ashraf Bebawi (the 'Landlord') applied for an order to terminate the tenancy and evict Helen Eleain Jordanidis and Garfield Walker (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on August 25, 2025.

The Landlord, the Landlord agent Andrew Abdel-Kodous and the Tenants Helen Eleain Jordanidis attended the hearing.

Preliminary issue:

1. At the hearing the Tenant requested an adjournment and submitted that the other Tenant, Mr. Walker was currently in the hospital undergoing surgery. She submitted that the matter should be adjourned as she was currently at the hospital with the other Tenant. She also submitted that the matter should be adjourned to allow the other Tenant the opportunity to participate in the hearing.

2. The Landlord opposed this request and submitted that the Tenants were served with the Notice of hearing with ample time to make the necessary arrangements to attend or have someone represent them at the hearing. They submitted that the Landlord is under financial strain due to the Tenant's non-payment of rent and that any further delay would prejudice the Landlord.

3. A review of the Board's records confirmed that Notice of Hearing was sent to the Tenants June 16, 2025 there is no indication that the mail was returned to the Board as undeliverable. A similar request to reschedule the matter submitted by the Tenants August 11, 2025 was denied and the Tenants were directed to attend the hearing. The hearing of the matter was called at 3:45 p.m., the Tenant spent most of the time prior, waiting to speak with Tenant Duty Counsel or speaking with Tenant Duty Counsel and this was the final matter before the Board. As such, I am not satisfied that an adjournment would be the most efficient as the Tenant had already been in attendance for the entire hearing block. The most expeditious way would be to proceed accordingly.
4. Additionally, I find that a hearing of the matter on the date it was scheduled would not prejudice the Tenants in any way as Ms. Loranidis was in attendance and could represent both parties. I find that a delay would be more prejudicial to the Landlord, given the Landlord's financial situation and the amount of arrears outstanding.
5. Therefore, the Tenants' request for an adjournment was denied.

Determinations:

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 \$4,400.00. It is due on the 25th day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$144.66. This amount is calculated as follows: \$4,400.00 x 12, divided by 365 days.
10. The Tenants have not made any payments since the application was filed.
11. The rent arrears owing to September 24, 2025 are \$22,000.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$4,400.00 from the Tenants 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.
14. Interest on the rent deposit, in the amount of \$46.11 is owing to the Tenants for the period from March 26, 2025 to August 25, 2025.

Relief from eviction

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 postpone the eviction until September 30, 2025 pursuant to subsection 83(1)(b) of the Act.

16. The Tenants requested I exercise discretion by granting relief by way of a delay in the eviction. They submitted that they plan to vacate the unit but require 45 days to relocate given the Tenant's medical needs. They submitted that a delay will also allow them to enrol their child into school before relocating.
17. The Landlord requested a termination of the tenancy and opposed any delay in the eviction.
18. Given the amount of arrears outstanding, I find the Tenants' proposal for a 45-day delay unreasonable. However, a brief delay will give the Tenants more time to find suitable accommodations given their health circumstances while taking into consideration the prejudice to the Landlord. The Landlord does hold a last month deposit that could offset the total balance.

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 LTB in trust:**
 - \$21,257.84 if the payment is made on or before September 24, 2025. See Schedule 1 for the calculation of the amount owing.

OR

 - \$25,657.84 if the payment is made on or before September 30, 2025. 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 have paid the full amount owing as ordered plus any additional rent that became due after September 30, 2025 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 September 30, 2025.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,471.93. 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 Landlord owes 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 Landlord compensation of \$144.66 per day for the use of the unit starting August 26, 2025 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 September 30, 2025, the Tenants will start to owe interest. This will be simple interest calculated from October 1, 2025 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before September 30, 2025, then starting October 1, 2025, 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 October 1, 2025.

September 2, 2025
Date Order Issued

October 2, 2025
Date Order
Amended

April 15, 2026
Date Order Amended

Sean Henry
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 April 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 September 24, 2025

Rent Owing To September 24, 2025	\$21,071.84
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$21,257.84

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before September 30, 2025

Rent Owing To October 24, 2025	\$25,471.84
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$25,657.84

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

Rent Owing To Hearing Date	\$16,732.04
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$4,400.00
Less the amount of the interest on the last month's rent deposit	- \$46.11
Total amount owing to the Landlord	\$12,471.93
Plus daily compensation owing for each day of occupation starting August 26, 2025	\$144.66 (per day)