



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

File Number: LTB-L-009963-26

In the matter of: 3408, 16 YONGE ST
TORONTO ON M5E 2A3

Between: Mohamed Azmi Sheriff Landlord

And

Devin Mullen Tenant

Azmi Sheriff (the 'Landlord') applied for an order to terminate the tenancy and evict Devin Mullen (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 8, 2026.

The Landlord, the Landlord's legal representative, Thirusenthuran Sivapatham and the Tenant attended the hearing. Varun Sriskanda appeared as a witness for the Landlord.

Determinations:

Preliminary Issues

Landlord's Requests to Amend the L1 Application

1. At the outset of the hearing, the Landlord's legal representative requested 3 amendments to the application. First, that the Landlord's first name be corrected to "Mohamed". Second, that the lawful monthly rent be corrected to \$2,400.00 and finally, that the last month's rent deposit be corrected to \$4,900.00.
2. The Tenant consented to the Landlord's amendments and confirmed both the current rental amount and the last month's rent on deposit.
3. Accordingly, I granted the Landlord's requests in accordance with the Board's Rules of Procedure 15.4.

Service of the Notice

4. The Tenant submits that they never received the N4 Notice from the Landlord and the first they learned of the Landlord's allegations is when they received the Notice of Hearing package from the Board.

5. I only need to be satisfied a document was served, not received. For the reasons that follow, I am satisfied the N4 Notice was served to the Tenant on January 18, 2026.
6. The Landlord filed an N4 Notice with the Board on March 27, 2026. The Certificate of Service filed with the Board indicates that on January 18, 2026, Varun Sriskanda ('VS') served the Tenant the N4 Notice by placing the document(s) under the door of the rental unit or through a mail slot.
7. VS appeared as a witness for the Landlord and provided direct evidence as to their service of the N4 Notice. VS testified that the Landlord emailed them the N4 Notice in PDF format, which they printed and placed in a white envelope for service. VS stated that they attended the rental unit and placed the envelope through the door frame of the unit on January 18, 2026.
8. The Tenant did not dispute the testimony of VS. I found VS to be a credible witness. VS provided their evidence in a consistent and straight forward manner. I find on a balance of probabilities that the N4 Notice was served to the Tenant.

L1 Application

9. 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The lawful rent is \$2,400.00. It is due on the 21st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: $\$2,400.00 \times 12$, divided by 365 days.
13. The Tenant has not made any payments since the application was filed.
14. The rent arrears owing to April 20, 2026 are \$14,400.00.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$4,900.00 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.
17. Interest on the rent deposit, in the amount of \$721.82 is owing to the Tenant for the period from April 21, 2018 to April 8, 2026.

Relief from Eviction

18. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
19. The Tenant's issues in paying the rent started when he became self-employed. According to the Tenant, he will receive between \$50,000.00 to \$60,000.00 in June 2026 as payment for onboarding into a new position. The Tenant, however, admitted no evidence to support this statement. There is no evidence before me corroborating the Tenant's income or anticipated onboarding payment. In my view, such evidence would be available if the Tenant did in fact have income.
20. I am not satisfied this is a viable tenancy. I say this because the Tenant has made no payments to the Landlord since September 2025. The Tenant has also failed to provide any evidence supporting any current or future income. I recognize the Tenant has resided in the rental unit for nearly 10 years, has no supports in the area, and has a dog. The arrears, however, are substantial and given the Tenant's inability to pay the rent or arrears, I believe it would be prejudicial to the Landlord to extend any relief from eviction.

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:**
 - \$16,986.00 if the payment is made on or before May 2, 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 May 2, 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 May 2, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,063.28. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$78.90 per day for the use of the unit starting April 9, 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 May 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 3, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 2, 2026, then starting May 3, 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 3, 2026

April 21, 2026
Date Issued

Angela Smith
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 3, 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 May 2, 2026

Rent Owing To May 20, 2026	\$16,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,986.00

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

Rent Owing To Hearing Date	\$13,499.10
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$4,900.00
Less the amount of the interest on the last month's rent deposit	- \$721.82
Total amount owing to the Landlord	\$8,063.28
Plus daily compensation owing for each day of occupation starting April 9, 2026	\$78.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	