



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

File Number: LTB-L-009513-26

In the matter of: UPSTAIRS UNIT, 76 RENNER DR
CAMBRIDGE ON N3C4N8

Between: Safdar Muhammad Landlords
Saiga Jabeen
Muhammad Anwar Anwar

And

Nelsey Andrade Tenants
Kevin Diogo Tavares

Safdar Muhammad, Saiqa Jabeen and Muhammad Anwar Anwar (the 'Landlords') applied for an order to terminate the tenancy and evict Nelsy Andrade and Kevin Diogo Tavares (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlords, the Landlords' legal representative, Ti-Anna Hall, and Tenant Nelsey Andrade ('NA') attended the hearing.

NA stated that Tenant Kevin Diogo was at work and that she was authorized to speak on his behalf.

Determinations:

Tenant's Request to Adjourn Denied

1. At the outset of the hearing, the Tenant requested an adjournment. The Tenant cited multiple reasons for her request which included (1) needing to obtain legal advice and being unable to speak with Tenant Duty Counsel (2) disputing the arrears (3) outstanding maintenance issues and evidence in support of those alleged maintenance issues (4) the Landlords' or their representative's failure to engage in coming to a resolution and (5) her health issues.
2. The Landlord's legal representative opposed the request, stating the adjournment would be highly prejudicial due to the current arrears, the Tenants' have had ample opportunity to

seek legal advisement prior to the hearing and are able to bring their own application before the LTB should they wish.

3. For the reasons that follow, the Tenant's request is denied.
4. In determining whether to grant the adjournment I have considered the factors set out in LTB Rule of Procedure 21.8.
5. I have also considered s. 183 of the *Residential Tenancies Act, 2006* ("RTA") which directs the Board to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter." Parties should assume that the hearing will proceed on the date stated in the Notice of Hearing. This means that the parties should be prepared to present their evidence, call and question witnesses and make their submissions.
6. The Board's record reflects that the Tenants were served the Notice of Hearing ('NOH') on March 4, 2026. I am satisfied the Tenants have received sufficient notice of the hearing and have been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date.
7. While s.10 of the *Statutory Powers Procedure Act* ("SPPA"), provides that a party may be represented by a representative at a hearing, the right to seek legal advice or representation is not absolute, and an adjournment is not automatically granted when requested on this ground. In my view, the Tenants have had sufficient time to seek legal advice or representation.
8. In the Notice of Hearing package served to the Tenants on March 4, 2026, the Tenants were provided with instructions on how to properly raise their own maintenance issues. The Tenants did not disclose any evidence or their intentions to raise maintenance issues at least 7 days before the hearing as required by s.82(2) of the RTA and LTB Rule of Procedure 19.4.
9. I believe it would be prejudicial to the Landlords to adjourn the hearing given the significant amount of arrears owing by the Tenants. The Tenants may file their own application should they wish to raise maintenance issues.

L1 Determination

10. 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.
11. As of the hearing date, the Tenants were still in possession of the rental unit.
12. The lawful rent is \$3,000.00. It is due on the 1st day of each month.

13. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: $\$3,000.00 \times 12$, divided by 365 days.
14. The Tenants have not made any payments since the application was filed.
15. The Tenants seem to take the position that the Landlords offered a \$2,500.00 rent abatement for February 2026 due to issues with the property. The Tenants, however, provided no details regarding this alleged abatement or evidence to corroborate such an agreement. The Landlord testified they had no knowledge of the rebate. Furthermore, the Landlord claimed the full rent owing for February 2026 in their application which supports the Landlord's position. Accordingly, I find the arrears owing to April 30, 2026 are \$48,000.00.
16. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlords collected a rent deposit of \$3,000.00 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.
18. Interest on the rent deposit, in the amount of \$107.97 is owing to the Tenants for the period from September 30, 2024 to April 8, 2026.

Relief from Eviction

19. 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.
20. I am not convinced this is a viable tenancy. I say this because by her own admission, the Tenants do not have sufficient income to cover the monthly rent or to pay the substantial arrears off within a reasonable amount of time. I have weighed the Tenants' health and family circumstances against the significant financial stress onto the Landlords because of the Tenants' failure to pay the rent. The arrears are substantial and given the Tenants' inability to pay the rent or arrears, I find it would be prejudicial to the Landlords to extend any relief from eviction to the Tenants.

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:**
 - \$48,186.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$51,186.00 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 \$42,867.07. 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 \$98.63 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 April 30, 2026

Rent Owing To April 30, 2026	\$48,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$48,186.00

B. 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 31, 2026	\$51,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$51,186.00

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

Rent Owing To Hearing Date	\$45,789.04
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$107.97
Total amount owing to the Landlord	\$42,867.07
Plus daily compensation owing for each day of occupation starting April 9, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	