



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

File Number: LTB-L-011023-26

In the matter of: 1280 HART CRES
OAKVILLE ON L6H2M5

Between: MALEK KANSO Landlord
YASMINE ALHUSAINI

And

SABESAN PATHUMANABAN Tenant
SHIRANI SABESAN (SHANI sABI)

MALEK KANSO and YASMINE ALHUSAINI (the 'Landlord') applied for an order to terminate the tenancy and evict SABESAN PATHUMANABAN and SHIRANI SABESAN (SHANI sABI) (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 14, 2026.

The Landlord's Legal Representative, Anome Mehrabian, and the Tenant attended the hearing.

Preliminary Issue

1. The Tenant intended to raise section 82 issues before me, but the issues were not served on the Landlord in accordance with the rules, in addition, there was no satisfactory explanation as to why the Tenant did not comply with the rules. The Tenant indicated he was not aware of the rules and thought the Board would send the Landlord the issues he intended to raise.
2. In addition, the Tenant did not fill out the Board form outlining the issues, when the Landlord was advised, and what the Tenant was seeking in relation to the issues the Tenant intended to raise.
3. Pursuant to section 82(1) and 82(2) of the RTA in relation to Tenant issues intended to raise the Tenant shall;

82 (1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,

(a) complies with the requirements set out in subsection (2); or

(b) provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection

82 (2) The requirements referred to in subsection (1) are the following:

1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.

2. The notice shall be given within the time set out in the Rules.

3. The notice shall be given in writing and shall comply with the Rules.

4. Therefore, I am not satisfied to hear the Tenant's issues as the Tenant did not comply with the requirements under the RTA.

Determinations:

5. 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.

6. As of the hearing date, the Tenant was still in possession of the rental unit.

7. The lawful rent is \$4,300.00. It is due on the 1st day of each month.

8. Based on the Monthly rent, the daily rent/compensation is \$141.37. This amount is calculated as follows: \$4,300.00 x 12, divided by 365 days.

9. The Tenant has not made any payments since the application was filed.

10. The rent arrears owing to April 30, 2026, are \$21,500.00, which are not disputed.

11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

12. The Landlord collected a rent deposit of \$4,300.00 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.

13. Interest on the rent deposit, in the amount of \$314.21 is owing to the Tenant for the period from March 10, 2023, to April 14, 2026.

14. The parties consented to a termination date of April 30, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on April 30, 2026, on consent of the parties.
2. The Tenant shall pay to the Landlord \$14,750.97. 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.
3. The Tenant shall also pay the Landlord compensation of \$141.37 per day for the use of the unit starting April 15, 2026, until the date the Tenant moves out of the unit.
4. 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.
5. 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.
6. 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.

April 21, 2026
Date Issued

Samantha Greaves
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 if the tenancy is terminated

Rent Owing To Hearing Date	\$19,179.18
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$4,300.00
Less the amount of the interest on the last month's rent deposit	- \$314.21
Total amount owing to the Landlord	\$14,750.97
Plus daily compensation owing for each day of occupation starting April 15, 2026	\$141.37 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	