



AMENDED
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of Statutory Powers Procedure Act

File Number: LTB-L-109533-25-AM

In the matter of: BASEMENT, 288 UKRAINE RD
MISSISSAUGA ON L5B3W6

Between: REHANA KHAN Landlord
FAIZ ,
ASAD .

And

ATIYA AHMED Tenant

The order contained a clerical order, this amended order was issued to correct the order dated April 14, 2026. The amendments have been bolded and underlined for ease of reference.

REHANA KHAN, FAIZ , and ASAD . (the 'Landlord') applied for an order to terminate the tenancy and evict ATIYA AHMED (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 10, 2026.

The Landlord's Legal Representative, Samila Waslat, the Landlord, and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.

3. The lawful rent is \$1,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$7,200.00, which is being disputed.
7. The Tenant disputes the arrears as last months rent was to be applied to December 2025 rent, and that she is not the Tenant on the lease, it is her brother, and she sought to have him added to the application.
8. The Tenant does not dispute that January, February or March 2026, rent is outstanding.
9. Pursuant to the *Residential Tenancies Act*, 2006, the rent deposit can only be used as the rent payment for the last month or week before the tenant moves out. It cannot be used for anything else, such as repairing damage to the rental unit.
10. It is not disputed that the Tenant is still in possession of the rental unit as of the date of the hearing, therefore, last months rent deposit can only be applied to the last months rent before the Tenant moves out, so I am not satisfied to order last months rent be applied to December 2025 rent.
11. The Landlord's Legal Representative argued that the Tenant named on the application is the correct party, and the Tenant's brother was not intended to be on the lease and has never lived at the property, and he was removed from being able to attend the property as an issue arose.
12. I have considered the submissions of the parties, and I am satisfied that the Tenant is the correct named party as she confirms she is the one residing in the unit, and there is no evidence before me to support otherwise, and she is aware of the outstanding arrears.
13. A tenant is defined by the Landlord and Tenant Board (LTB) as a person who pays rent for the right to occupy a rental unit, which Atiya Ahmed, does not dispute she resides at the property, but rather her brother should be included in the application.
14. I am not satisfied that include the Tenant's brother to this application as it is not disputed that he does not reside at the property, therefore, he does not fall under the definition of a Tenant.
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 \$1,800.00 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 \$18.33 is owing to the Tenant for the period from September 15, 2025, to March 10, 2026.

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 not be unfair to postpone the eviction until April 1, 2026 pursuant to subsection 83(1)(b) of the Act.
19. At the hearing it was discussed with the parties, that the order would not go out immediately and the parties understood this.
20. The parties consented to terminate the tenancy effective April 1, 2026.

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:**
 - \$9,186.00 if the payment is made on or before April 1, 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 April 1, 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 1, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,359.47. 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 \$59.18 per day for the use of the unit starting March 11, 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 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 2, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 1, 2026, then starting April 2, 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 2, 2026.

April 14, 2026

Date Issued

Samantha Greaves

Member, Landlord and Tenant Board

April 17, 2026

Date Issued

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 2, 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 1, 2026

Rent Owing To April 30, 2026	\$9,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,186.00

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

Rent Owing To Hearing Date	\$5,991.80
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,800.00
Less the amount of the interest on the last month's rent deposit	- \$18.33
Total amount owing to the Landlord	\$4,359.47
Plus daily compensation owing for each day of occupation starting March 11, 2026	\$59.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	