



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

File Number: LTB-L-108467-25

In the matter of: BASEMENT UNIT, 48 COURTLEIGH SQ
BRAMPTON ON L6Z1J3

Between: MOHAMMED KHABIR HOSSAIN Landlord
FERDOUSI AKTER

And

SHERRY VAN DE STOUWE Tenant

MOHAMMED KHABIR HOSSAIN and FERDOUSI AKTER (the 'Landlord') applied for an order to terminate the tenancy and evict SHERRY VAN DE STOUWE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 15, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Minhazul Azam.

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 \$1,940.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$63.78. This amount is calculated as follows: \$1,940.00 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 April 30, 2026 are \$13,340.00.
7. The Landlord seeks a standard, voidable eleven-day order as they are in financial distress due to the lack of payments from the Tenant and are having to incur additional expenses totalling \$6,000.00 each month to sustain the property.

Tenant's Request for Relief

8. The Tenant does not dispute the arrears as claimed by the Landlord and submits that she does not have capacity to pay within the timeframe the Landlord seeks nor move out.
9. As such, the Tenant seeks a delay in eviction of 60 days so that she can move out; the Tenant resides with her pregnant daughter and is not employed. She needs some time to arrange money to move and find a new place. The Tenant is unable to commit more than \$200.00 in exchange for the delay she seeks.
10. The Tenant further submits that she is not the only tenant at the property and that there are two other units that are tenanted so the Landlord's level of financial distress is not as accurate as he depicts. Further, she submits she was unaware that she could make partial payments as the Landlord told her she could only pay the exact amount.

ANALYSIS

11. Based on the submissions before me, I find the arrears owing to April 30, 2026 total \$13,340.00. This is undisputed by the parties.
12. With respect to the Tenant's request for a delay in eviction of two months, I find, given the Tenant's familial and personal circumstances, balancing that with the quantum of arrears owed, and the lack of payment to the Landlord since the application was filed in December 2025, and the Tenant's inability to pay rent in full for the two months moving forward, that it would not be appropriate to grant relief from eviction and extend the delay by two months.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,700.00 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.
15. Interest on the rent deposit, in the amount of \$122.36 is owing to the Tenant for the period from March 30, 2023 to April 15, 2026.
16. 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.
17. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

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:

- \$13,526.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$15,466.00 if the payment is made on or before May 4, 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 4, 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 4, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,720.34. 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 \$63.78 per day for the use of the unit starting April 16, 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 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 5, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 4, 2026, then starting May 5, 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 5, 2026.

April 23, 2026
Date Issued

Sonia Anwar-Ali
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 5, 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	\$13,340.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,526.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 4, 2026

Rent Owing To May 31, 2026	\$15,280.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,466.00

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

Rent Owing To Hearing Date	\$12,356.70
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$122.36
Total amount owing to the Landlord	\$10,720.34
Plus daily compensation owing for each day of occupation starting April 16, 2026	\$63.78 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	