



Order under Section 69 Residential Tenancies Act, 2006

Citation: Abdul Amir v Stephen, 2026 ONLTB 32294

Date: 2026-04-27

File Number: LTB-L-100661-25

In the matter of: 3964 STARDUST DR
MISSISSAUGA ON L5M8A5

Between: Rasha Abdul Amir
Mohammed Al-Muhandes

Landlords

And

Alicia Stephen

Tenant

Rasha Abdul Amir and Mohammed Al-Muhandes (the 'Landlords') applied for an order to terminate the tenancy and evict Alicia Stephen, Nisha Stephen and Anish Stephen (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 16, 2026. The Landlords and the Tenant Alicia Stephen attended the hearing. The Landlord was represented by Nabeel Hawandi. The Tenant was assisted by Jenn Abel as a ASL interpreter.

Determinations:

1. The application is amended to remove Nisha Stephen and Anish Stephen as Tenants / responding parties to the application. At the hearing, the Landlords confirmed that these individuals are only listed as Occupants and not tenants per the tenancy agreement.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$3,500.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$115.07. This amount is calculated as follows: \$3,500.00 x 12, divided by 365 days.
6. The Tenant has paid \$2,275.00 to the Landlord since the application was filed.

7. The rent arrears owing to April 30, 2026 are \$16,775.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,500.00 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.
10. Interest on the rent deposit, in the amount of \$133.41 is owing to the Tenant for the period from September 1, 2024 to April 16, 2026.
11. 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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act.
12. The Tenant did not dispute the amounts owing and stated that her income is paid through Ontario Works and that she is only receiving \$500.00 per month since November 2025. The Tenant confirmed at the hearing that the current household income is insufficient to pay the monthly rent or the arrears in full. The Tenant is currently awaiting on an application from ODSP to be approved but could not provide the Board with an expected date that this would be approved or the amount of financial assistance she could potentially receive. The Tenant also resides in the rental unit with two minor children.
13. The Landlords testified that they are currently paying a mortgage on the property and that the non-payment of rent has caused financial hardship in carrying the costs of the rental property.
14. Based on the evidence and submissions before the Board and in considering both parties circumstances, I find that it would not be unfair to delay eviction to May 31, 2025 to allow the Tenant some additional time to secure alternate housing. I find that delaying eviction beyond this date would be unfair to the Landlords as it would likely result in further arrears owing. Although I sympathize with the Tenant's circumstances, the evidence before the Board is that the Tenant cannot afford the monthly rent and further as of the hearing date has no concrete plan to pay the arrears owing. As such, the tenancy must be terminated to prevent ongoing prejudice to the Landlords.
15. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$16,961.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$20,461.00 if the payment is made on or before May 31, 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 31, 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 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$11,668.71. 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 Landlords owe 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 Landlords compensation of \$115.07 per day for the use of the unit starting April 17, 2026 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlords the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlords 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 Landlords on or after June 1, 2026.

April 27, 2026
Date Issued

Fabio Quattrociocchi
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 December 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 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	\$19,050.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,275.00
Total the Tenant must pay to continue the tenancy	\$16,961.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$22,550.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,275.00
Total the Tenant must pay to continue the tenancy	\$20,461.00

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

Rent Owing To Hearing Date	\$17,391.12
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,275.00
Less the amount of the last month's rent deposit	- \$3,500.00
Less the amount of the interest on the last month's rent deposit	- \$133.41
Total amount owing to the Landlord	\$11,668.71
Plus daily compensation owing for each day of occupation starting April 17, 2026	\$115.07 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	