



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

File Number: LTB-L-001853-26

In the matter of: Upper, 1648 PENNEL DR
OSHAWA ON L1K0K1

Between: SHAHZAD NADEEM Landlord
Asma Shehzad

And

Manucher Assem Tenant
Zarin Assil
Romeo Assil

SHAHZAD NADEEM and Asma Shehzad (the 'Landlord') applied for an order to terminate the tenancy and evict Manucher Assem, Zarin Assil and Romeo Assil (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2026.

The Landlord's legal representative Rahib Ahmad and the Tenant Manucher Assem 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 \$3,400.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$111.78. This amount is calculated as follows: \$3,400.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,400.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$12,200.00. The Tenant confirmed the amount of arrears claimed by the Landlord to be correct and did not dispute the amount of the arrears.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,400.00 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.
9. Interest on the rent deposit, in the amount of \$39.12 is owing to the Tenant for the period from August 29, 2025, to March 16, 2026.

Relief from Eviction

10. The Tenant confirmed that the amount of arrears is correct and acknowledged that the history of missed and promised payments is accurate. The Tenant testified that he left his prior employment and experienced financial difficulty, including attempting to supplement his income by driving for Uber, which proved insufficient. He stated that the Landlord had previously accommodated him and that he attempted to obtain loans and financial assistance from friends.
11. The Tenant stated that he is currently employed in car sales on a commission basis, with fluctuating and unpredictable income. He was unable to provide a precise monthly income estimate but suggested a range of approximately \$8,000 to \$9,000 net. The Tenant's spouse is not employed, and he supports two children, one of whom recently completed high school and another who is in Grade 10.
12. The Tenant listed monthly household expenses as follows: food (\$800), auto insurance (\$420), fuel (\$680), cell phones (\$300), internet (\$85), credit card payments (\$100), hydro (\$150), and gas (\$150).
13. The Tenant proposed to pay the ongoing monthly rent of \$3,400 on the first of each month, in addition to \$1,000 toward the arrears on the 11th of each month.
14. The Tenant testified about significant personal and family hardships, including serious medical and traumatic events affecting immediate family members, which the Board accepts may have contributed to financial instability. However, the Tenant's evidence confirms that household income remains variable and unpredictable due to commission-based employment, and that no fixed or guaranteed income stream is available. The household includes dependants, and the spouse is not employed.

Analysis

15. While the Tenant has proposed a repayment plan of \$3,400 monthly rent plus \$1,000 toward arrears, the Board notes that the Tenant was unable to provide a stable and reliable monthly income projection beyond a broad range estimate. The proposed plan is speculative and dependent on fluctuating income and does not provide clear assurance of sustained compliance, particularly given the existing level of arrears and ongoing household expenses.
16. Based on the evidence before the Board, I find that the tenancy is not viable. The combination of significant arrears, variable and unverified income, and the lack of

supporting financial documentation undermines confidence that the Tenant can maintain ongoing rent payments while also addressing arrears in a consistent manner.

17. 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.

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:**

- \$15,786.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$19,186.00 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 \$7,335.36. 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 \$111.78 per day for the use of the unit starting March 17, 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

Nathan Korenberg
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	\$19,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,400.00
Total the Tenant must pay to continue the tenancy	\$15,786.00

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	\$22,400.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,400.00
Total the Tenant must pay to continue the tenancy	\$19,186.00

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

Rent Owing To Hearing Date	\$13,988.48
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,400.00
Less the amount of the last month's rent deposit	- \$3,400.00
Less the amount of the interest on the last month's rent deposit	- \$39.12
Total amount owing to the Landlord	\$7,335.36
Plus daily compensation owing for each day of occupation starting March 17, 2026	\$111.78 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	