



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005237-26

In the matter of: Basement, 693 MIRAGE PL
MISSISSAUGA ON L5R3Y2

Between: Mohammad Arshad Landlord

And

Rob McKinnon Tenant
Michelle Adams

Mohammad Arshad (the 'Landlord') applied for an order to terminate the tenancy and evict Rob McKinnon and Michelle Adams (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 2, 2026.

The Landlord and the Tenants 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 \$1,400.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,900.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$8,800.00.
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 \$1,250.00 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 \$126.37 is owing to the Tenant for the period from August 1, 2021 to April 2, 2026.

Section 83

10. Section 83 requires that I consider all the circumstances, including the Tenants' and the Landlord's situations to determine if it would be appropriate to grant section 83 relief from eviction.
11. The Tenants seek to remain at the rental unit, with the Tenant Michelle Adams (MA) noting she works part-time earning approximately \$1000/month and the Tenant Rob Mckinnon (RM) receiving social assistance in the amount of \$733/month. The Tenants proposed a payment plan of \$600/month, stating RM has multiple interviews scheduled in the coming weeks and expects to earn more income in the near future.
12. The Landlord indicated the Landlord has reached out to the Tenant for a repayment plan without success. Given the Tenants' non-payment, the Landlord expressed concern with meeting mortgage obligations on the property.
13. The Tenants did not produce any documentary or employment documentation in support of their ability to abide by the requested payment plan and/or employment prospects. In the circumstances and given the limited payments made over the course of several months, I find on a balance of probabilities it is more likely than not the Tenants would breach the terms of the proposed repayment plan. A payment plan would be unfairly prejudicial to the Landlord, in light of the expressed financial concerns raised by the Landlord. However, I do find that it would not be unfair to postpone the eviction until May 20, 2026 pursuant to subsection 83(1)(b) of the Act. The delayed eviction will provide the Tenants with additional time to either void the order as noted in my order below, or alternatively, find alternative accommodations

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:**
 - \$8,986.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,386.00 if the payment is made on or before May 20, 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 20, 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 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,301.69. 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 \$46.03 per day for the use of the unit starting April 3, 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 20, 2026, then starting May 21, 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 21, 2026.

April 23, 2026
Date Issued

Peter Nicholson
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 21, 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	\$10,700.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,900.00
Total the Tenant must pay to continue the tenancy	\$8,986.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 20, 2026

Rent Owing To May 31, 2026	\$12,100.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,900.00
Total the Tenant must pay to continue the tenancy	\$10,386.00

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

Rent Owing To Hearing Date	\$9,392.06
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,900.00
Less the amount of the last month's rent deposit	- \$1,250.00
Less the amount of the interest on the last month's rent deposit	- \$126.37
Total amount owing to the Landlord	\$6,301.69
Plus daily compensation owing for each day of occupation starting April 3, 2026	\$46.03 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	