



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

File Number: LTB-L-013202-26

In the matter of: 154, 130 CONWAY DR
LONDON ON N6E3M9

Between: Imsaih Ramzi Landlord

And

Hisham Al Ashi Tenant

Imsaih Ramzi (the 'Landlord') applied for an order to terminate the tenancy and evict Hisham Al Ashi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 21, 2026.

The Landlord's Legal Representative Christopher Howatt, the Landlord's Agent Joseph Wahhab, the Landlord, the Tenant, and the Tenant's Agent/Support Person Osama Ebid 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 Landlord's Legal Representative submits that the lawful rent is \$1,400.00 per month and at no time did the Tenant dispute this amount. The Landlord's Legal Representative relies upon s.135.1 of the *Residential Tenancies Act, 2006* (the 'Act').
4. The Tenant disputes the lawful rent amount and states that there was an illegal rent increase within three months of this tenancy beginning which had rent go from \$950.00 per month to \$1,300.00 on May 1, 2022, and then on May 1, 2023, the rent was illegally increased to \$1,400.00 per month. The Tenant states that there was no notice of rent increase served upon them at any time by the Landlord.
5. Notwithstanding the illegal rent increases, the Tenant acknowledged that they had consecutively and consistently paid the amount of \$1,400.00 for rent starting May 1, 2023,

up to and including September 2025. As of October 1, 2025, the Tenant states that they refused to pay the rent due to the illegal rent increase and a belief that the person they had been paying rent to was not the Landlord.

6. The Tenant relied upon s.136 of the Act but pursuant to s.136, an increase in rent that occurs more than twelve months previously is deemed to be legal if no application is filed within the twelve-month period after the increase is first charged. This provision does not apply to this increase because of the Court of Appeal's decision in *Price v. Turnbull's Grove Inc.* 2007 ONCA 408 (CanLII), [2007] O.J. No. 2177. That decision stands for the principle that s.136 only applies to rent increases where notice was properly served in the Board form at least 90 days in advance, but the amount of the increase is unlawful. So, section 136 does not apply here as no notice was served.

7. Section 135.1 of the Act states:

135.1 (1) An increase in rent that would otherwise be void under subsection 116(4) is deemed not to be void if the tenant has paid the increased rent in respect of each rental period for at least 12 consecutive months.

8. We are satisfied that the lawful rent, due on the first day of each month, is \$1,400.00 per month as the Act states that an oral increase or one that does not comply with the notice requirements in s.116 of the Act can be deemed lawful if the tenant pays the rent increase for 12 consecutive months. In this case, the Tenant acknowledged the payment of \$1,400.00 to the Landlord as lawful rent for a period starting May 1, 2023, until September 2025, which is more than 12 consecutive months. The Tenant also stated that no notice for increased rent was served by the Landlord and at no time did the Tenant dispute this amount by filing an application with the Board within the twelve-month period after the increase was first charged.
9. 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.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to April 30, 2026, are \$9,800.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

Rent Receipts:

14. The Tenant submits that they have not received any rent receipts from the Landlord and requests that they be provided. The Landlord's Legal Representative undertook to provide rent receipts to the Tenant from the beginning of the tenancy in 2022 to the present. Those rent receipts shall be provided to the Tenant by no later than May 31, 2026.

Relief from eviction:

15. The Landlord's Legal Representative requests a standard order with 11 days to either pay all of the arrears or eviction could take place. They state that the amount of rent arrears is substantial and continue to grow, and that the Landlord is experiencing financial hardship.
16. The Tenant wishes to preserve their tenancy and proposes a payment plan of \$100.00 per month until the arrears have been satisfied. The Tenant states that there was a period of time where he was unemployed and unable to pay rent but as of the hearing date, the Tenant states he is now employed, receiving approximately \$2,000.00 per month in income.
17. Based on the evidence and submissions before us, and on a balance of probabilities, we find the Tenant's proposed payment plan to be unreasonable. The Landlord is already experiencing financial hardship and to enter into a lengthy payment plan would, in our view, be prejudicial to the Landlord.
18. While we accept the Tenant has had difficulties, particularly with their personal and financial circumstances, and that termination of a tenancy is a remedy of last resort, we find that the Tenant has made little attempt to discuss their situation with the Landlord and make any efforts to pay any rent for the time period stipulated in the L1 application. However, given the circumstances, we are satisfied it would be reasonable to postpone eviction to May 31, 2026, to provide the Tenant with some additional time to either pay the arrears in full or find alternative accommodations.
19. We 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.

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:**
 - \$9,986.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,386.00 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 Landlord \$9,552.63. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. 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 22, 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 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 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 June 1, 2026.

April 27, 2026
Date Issued

Heather Woodside
Member, Landlord and Tenant Board

April 27, 2026
Date Issued

Heather Chapple
Vice Chair, 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	\$9,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,986.00

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

Rent Owing To May 31, 2026	\$11,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,386.00

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

Rent Owing To Hearing Date	\$9,366.63
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$9,552.63
Plus, daily compensation owing for each day of occupation starting April 22, 2026	\$46.03 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	