



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-098353-25

In the matter of: Basement, 157 Lech Walesa Dr
Mississauga ON L5B3G9

Between: Samer Al-kolak Landlord

And

Laith Adel Mahmoud Mohammad Tenant
Hana Taha

Samer Al-kolak (the 'Landlord') applied for an order to terminate the tenancy and evict Laith Adel Mahmoud Mohammad and Hana Taha (collectively the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on March 23, 2026.

The Landlord and both Tenants attended the hearing.

The Tenant declined to met with Tenant Duty Counsel prior to the commencement of the hearing.

Preliminary Issues:

1. The Landlord made a clerical error on the application by stating the rent deposit as \$4,647.00 instead of the correct amount of \$1,549.00. The Landlord's representative requested an amendment to correct the stated rent deposit, which was granted on consent at the hearing.
2. The Landlord also made a clerical error on the application by stating that the rent deposit was collected on October 1, 2025, instead of the correct date of August 1, 2025. The Landlord's representative requested an amendment to correct the date the rent deposit was collected, which was granted on consent at the hearing.

Determinations:

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,549.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$50.93. This amount is calculated as follows: \$1,549.00 x 12, divided by 365 days.
7. The Tenant has paid \$4,647.00 to the Landlord since the application was filed.
8. The uncontested rent arrears owing to March 31, 2026, are \$3,098.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,549.00 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.
11. Interest on the rent deposit, in the amount of \$20.94 is owing to the Tenant for the period from August 1, 2025, to March 23, 2026.

Relief from Eviction

12. The Landlord initially testified that they believed the Tenant vacated the rental unit on March 20, 2026. However, the Tenant testified that although most of their personal belongings were removed on that date, some items remained in the rental unit, and the Tenant was still in possession of the keys. I explained to the parties that the Tenant remained liable for rent until they fully vacated the rental unit and returned the keys to the Landlord. The Tenant indicated an intention to move out in the coming days.
13. The Tenant wished to raise maintenance issues which she stated had been provided to the Board prior to the hearing. Upon review of the Board's records, there was no evidence that the Tenant had submitted any materials under the present application before the hearing. I inquired whether the materials may have been submitted under another application, at which point the Tenant provided file number LTB-T-097025-25. That application contained multiple uploads from the

Tenant which had not been disclosed in the current proceeding. As the Tenant had not disclosed the evidence under this application, I did not consider those issues. I explained to the Tenant that although those matters would not be considered at this hearing, they would be addressed at the scheduled T6 application hearing on June 11, 2026.

14. 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 the Tenant's stated intent to imminently vacate the rental unit, 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:**
 - \$4,833.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$6,382.00 if the payment is made on or before May 9, 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 9, 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 9, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,336.45. 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 \$50.93 per day for the use of the unit starting March 24, 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 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 10, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 9, 2026, then starting May 10, 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 10, 2026.

April 28, 2026

Date Issued

Ken Audziss

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 10, 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	\$9,294.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,647.00
Total the Tenant must pay to continue the tenancy	\$4,833.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 9, 2026

Rent Owing to May 31, 2026	\$10,843.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,647.00
Total the Tenant must pay to continue the tenancy	\$6,382.00

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

Rent Owing to Hearing Date	\$7,367.39
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,647.00
Less the amount of the last month's rent deposit	- \$1,549.00
Less the amount of the interest on the last month's rent deposit	- \$20.94
Total amount owing to the Landlord	\$1,336.45
Plus, daily compensation owing for each day of occupation starting March 24, 2026	\$50.93 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	