



**Order under Section 21.2 of the
Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

File Number: LTB-L-106677-25-RV

In the matter of: 8, 16669 HIGHWAY 2
TRENTON ON K8V5P7

Between: Hammad Arif Landlord

And

Brenda Louise Banks Tenant
Kyle William Laird

Review Order

Hammad Arif (the 'Landlord') applied for an order to terminate the tenancy and evict Brenda Louise Banks and Kyle William Laird (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was heard by videoconference on February 26, 2026. Neither the Landlord nor the Tenant attended the hearing. The application was resolved by order LTB-L-106677-25, issued on March 5, 2026.

On March 6, 2026, the Landlord requested a review of the order.

On April 9, 2026 interim order LTB-L-106677-25-RV-IN was issued, staying the order issued on March 5, 2026.

This application was heard by videoconference on April 27, 2026.

Only the Landlord attended the hearing. As of 9:54 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Request to Review:

1. The Landlord requests a review on the basis that he was not reasonably able to participate in the February 26, 2026, hearing.
2. The Landlord testified that there was no hydro at his residence that day, which meant he could not access the internet or connect to the Board's hearing. The Landlord stated that he lives in a suburban area of Trenton where regular cell phone service is unreliable and that he relies on satellite internet through Starlink for internet and phone service. He testified that, because there was no power, there was no internet, and because there was no internet, his phone service also did not work. The Landlord stated that he could not make a regular phone call because there was little or no cell phone signal where he lives. He testified that the power did not return until later in the afternoon. I accept the Landlord's uncontested evidence and find that he did not intentionally miss the hearing.
3. The request to review is granted. As a result, order LTB-L-106677-25 issued on March 5, 2026, was cancelled, and a new hearing was held to consider the merits of the original application.

Merits of the Original Application

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,500.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: $\$1,500.00 \times 12$, divided by 365 days.
8. The Tenant has paid \$3,000.00 to the Landlord since the application was filed.
9. The rent arrears owing to April 30, 2026, are \$3,550.00.
10. The Landlord incurred costs of \$244.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,500.00 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.
12. 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. The Landlord was not aware of any circumstances that support granting relief from eviction. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear the evidence regarding the Tenant's circumstances or to dispute the Landlord's application for an eviction order.

It is ordered that:

1. The request to review order LTB-L-106677-25 issued on March 5, 2026, is granted.
2. Order LTB-L-106677-25 issued on March 5, 2026, is cancelled and replaced by the following:
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$3,794.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$5,294.00 if the payment is made on or before May 11, 2026. See Schedule 1 for the calculation of the amount owing.
5. 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 11, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 6. **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 11, 2026.**
 7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,125.64. 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.
 8. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting April 28, 2026 until the date the Tenant moves out of the unit.
 9. If the Tenant does not pay the Landlord the full amount owing on or before May 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 12, 2026 at 4.00% annually on the balance outstanding.
 10. If the unit is not vacated on or before May 11, 2026, then starting May 12, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 11. 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 12, 2026.

April 30, 2026

Date Issued

Joy Xiao
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 12, 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	\$6,550.00
Application Filing Fee	\$244.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,000.00
Total the Tenant must pay to continue the tenancy	\$3,794.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 11, 2026

Rent Owing To May 31, 2026	\$8,050.00
Application Filing Fee	\$244.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,000.00
Total the Tenant must pay to continue the tenancy	\$5,294.00

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

Rent Owing To Hearing Date	\$6,381.64
Application Filing Fee	\$244.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,000.00
Less the amount of the last month's rent deposit	- \$1,500.00
Total amount owing to the Landlord	\$2,125.64
Plus daily compensation owing for each day of occupation starting April 28, 2026	\$49.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	