



Order under Section 69 Residential Tenancies Act, 2006

Citation: Al-Huneidi v Janmit, 2026 ONLTB 35086

Date: 2026-05-06

File Number: LTB-L-014486-26

In the matter of: 4812, 100 DALHOUSIE ST
TORONTO ON M5B0C7

Between: Moutasem Al-Huneidi

Landlord

And

Janmit Manjit Ahuja
~~Ali Eman~~

Tenant

Moutasem Al-Huneidi (the 'Landlord') applied for an order to terminate the tenancy and evict Janmit Manjit Ahuja (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 28, 2026.

The Landlord and the former Tenant Ali Eman (AE) attended the hearing.

As of 10:35 am, the Tenant Janmit Manjit Ahuja (JM) 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:

Preliminary Issues

The Tenant JM

1. The application is amended to correctly identify the order of the Tenant JM's name.
2. The Board record confirms that the Board mailed a copy of the Notice of Hearing to JM at the rental unit on March 24, 2026. It was not returned by Canada Post as undeliverable.
3. The Landlord said that he often emailed the Tenant and the Tenant would sometimes respond by email but mostly by chat on What's App. At one point, the Tenant asked the Landlord to stop emailing and use What's App.

4. The Landlord said he emailed the Tenant a copy of the Notice of Hearing on March 13, 2026 and the Tenant's confirmed he was aware of the hearing on What's App on April 8, 2026 (DOC7807849).
5. I was satisfied the JM was aware of the hearing and the matter proceeded accordingly.

The Tenancy Agreement

6. The original tenancy agreement was executed between Ali Eman and the Landlord on September 1, 2025. On December 2, 2025, the Landlord consented to the Tenant's request to add JM to the lease agreement. This means that both Tenants are equally liable for tenancy related issues, including arrears of rent.
7. AE said that she vacated at the end of December 2025 and returned the keys to the Landlord on February 5, 2026. EM said that it was understood between the parties that JM would be taking over the terms of the existing lease; meaning she was no longer liable for rent owing to the Landlord.
8. AE said that while the one year lease does not expire until August 31, 2026, it was agreed and understood between the parties that JM was taking over the lease. I note, no written amended was completed by the parties.
9. The Landlord said that he also understood that JM was assuming responsibility for the lease and he communicated regularly on tenancy issues and JM's failure to pay rent. JM did not correct the Landlord's assumption that JM was solely responsible for the lease. The Landlord relied on email communication and What's App chats to support this claim (DOC7807867, DOC7807883).
10. Based on the submissions of the parties, I am satisfied that JM assumed the tenancy agreement and AE should be removed from the application.
11. I accept that one tenant cannot unilaterally sever a joint tenancy agreement simply by moving out of the rental unit. I also accept that the parties did not undertake a written amendment to the lease agreement after JM was added in December 2025 and when AE said the parties agreed that JM would assume liability when she vacated.
12. However, I find that by implication, JM has accepted that he has sole possession of the rental unit and responsibility for the tenancy agreement. In my view, JM accepted that he stepped into the shoes of the AE when she moved out.
13. The Landlord's evidence supports the proposition that on multiple occasions JM has accepted responsibility for the total rent and arrears owing. At no time, did JM correct the Landlord's believe the JM is the only Tenant.
14. Given the above, the application is amended to remove AE as party.

The L1 Application

15. 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.

16. As of the hearing date, the Tenant was still in possession of the rental unit.
17. The lawful rent is \$2,850.00. It is due on the 1st day of each month.
18. Based on the Monthly rent, the daily rent/compensation is \$93.70. This amount is calculated as follows: \$2,850.00 x 12, divided by 365 days.
19. The Tenant has not made any payments since the application was filed.
20. The rent arrears owing to April 30, 2026 are \$8,550.00.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. The Landlord collected a rent deposit of \$2,850.00 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.
23. Interest on the rent deposit, in the amount of \$39.35 is owing to the Tenant for the period from September 1, 2025 to April 28, 2026.
24. The Landlord said that he has tried more than twenty times to discuss the arrears with the Tenant by text, in person and Zoom calls but the Tenant is always a "no show". The Landlord said the increasing arrears is impacting him financially. He has no further knowledge of the Tenant's circumstances.
25. 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:**
 - \$11,586.00 if the payment is made on or before May 17, 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 17, 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 17, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,620.25. 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 \$93.70 per day for the use of the unit starting April 29, 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 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 18, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 17, 2026, then starting May 18, 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 18, 2026.

May 6, 2026
Date Issued

Dana Wren
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 18, 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 May 17, 2026

Rent Owing To May 31, 2026	\$11,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,586.00

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

Rent Owing To Hearing Date	\$8,323.60
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,850.00
Less the amount of the interest on the last month's rent deposit	- \$39.35
Total amount owing to the Landlord	\$5,620.25
Plus daily compensation owing for each day of occupation starting April 29, 2026	\$93.70 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	