



Order under Section 69 Residential Tenancies Act, 2006

Citation: CAPREIT Limited Partnership v Abdelrahman Mudier, 2026 ONLTB 33879

Date: 2026-05-01

File Number: LTB-L-009850-26

In the matter of: 204, 41 BLACKFRIAR AVE
ETOBICOKE ON M9R3S5

Between: CAPREIT Limited Partnership

Landlord

And

Ismail Muhamedahmed Abdelrahman Mudier
Ashraf Ibrahim Mohamed

Tenants

CAPREIT Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Ismail Muhamedahmed Abdelrahman Mudier and Ashraf Ibrahim Mohamed (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's Representative, Jennifer Abel, and the Tenant, Ashraf Ibrahim Mohamed, attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,029.15. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$66.71. This amount is calculated as follows: \$2,029.15 x 12, divided by 365 days.
5. The Tenants have paid \$4,735.97 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$1,872.30.

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 \$2,029.15 from the Tenants 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 \$13.19 is owing to the Tenants for the period from January 1, 2026, to April 23, 2026.

Relief from eviction

10. Only the Tenant, Ashraf Ibrahim Mohamed ("AIM") was present at the hearing. He indicated that he would be able to pay the full amount of the arrears on or before May 15, 2026.
11. The Landlord's Representative was not opposed to the delayed eviction order.
12. As such, 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 Tenants and find that it would not be unfair to postpone the eviction until May 15, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$4,087.45 if the payment is made on or before May 15, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after May 15, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before May 15, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$478.86. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenants \$66.71 per day for compensation for the use of the unit starting April 24, 2026, until the date the Tenants move out of the unit.

6. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before May 15, 2026, then starting May 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 16, 2026.

May 1, 2026
Date Issued

Nicole Pedron
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 16, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 15, 2026

Rent Owing to May 31, 2026	\$8,637.42
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,735.97
Total the Tenants must pay to continue the tenancy	\$4,087.45

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

Rent Owing to Hearing Date	\$6,113.45
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,735.97
Less the amount of the last month's rent deposit	- \$2,029.15
Less the amount of the interest on the last month's rent deposit	- \$13.19
Total amount owing to the Landlord	\$(478.86)
Plus, daily compensation owing for each day of occupation starting April 24, 2026	\$66.71 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	