



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-010579-26

In the matter of: 129 ROBERT WILSON CRES
KESWICK ON L4P0G8

Between: Muhammad Sohail Afzal Landlord

And

Gumbley Brian Tenant
Christian Cooper

Muhammad Sohail Afzal (the 'Landlord') applied for an order to terminate the tenancy and evict Gumbley Brian and Christian Cooper (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 9, 2026.

The Landlord and the Tenant attended the hearing.

Preliminary issue: N4 served by email

1. The Landlord claims that they served the Tenant with the N4 Notice to end your tenancy for non-payment of rent by email on January 16, 2026
2. The parties do not dispute that the Tenant never consented in writing to receiving notices via email.
3. The Tenant submits that he did receive the N4.
4. Section 191 of the *Residential Tenancies Act, 2006* sets out the methods of service that a party can use to serve a document on another person. Email is not listed as a valid method of service in section 191. Subsection 191(2) provides that a notice that is not given in accordance with this section shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period.
5. Rule 3.3 of the LTB's Rules of Procedure states:

In addition to methods of service identified in the RTA a document may be served on a tenant or former tenant no longer in possession of a rental unit, by:

a) leaving it at the place where mail is ordinarily delivered to the person, sliding it under the door or putting it through a mail slot in the door of the tenant or former tenant's residence;

b) sending the document(s) by courier to the address where the tenant or former tenant resides; or

c) by email if:

i. during the tenancy the tenant or former tenant had consented in writing to service by email; and

ii. if it can be proven that the contents actually came to the attention of the tenant or

iii. former tenant

[Emphasis added]

6. Based on submission from both parties, I am not satisfied that the Tenant agreed to have notices delivered by email. However, I am satisfied that the email containing the N4 came to the attention of the Tenant. Accordingly, I am satisfied that the N4 notice was properly served on the Tenant.

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 lawful rent is \$2,750.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$90.41. This amount is calculated as follows: \$2,750.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$13,750.00. The Tenant did not contest this amount.
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 \$2,800.00 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.
9. Interest on the rent deposit, in the amount of \$459.16 is owing to the Tenant for the period from May 15, 2017, to April 9, 2026.
10. The Landlord is seeking a standard 11-day order for termination of the tenancy due to the significant amount of the arrears of rent.
11. The Tenant is seeking a delayed termination of tenancy until June 1, 2026. The Tenant testified that they do not have sufficient household income to afford paying the monthly rent and towards the arrears. Therefore, they are seeking more time to move out to secure alternative accommodation. The Tenant provided that her grandchildren live with her.
12. Considering the Tenant does have his children in the rental unit, and the Landlord has a last month's rent deposit, I find that it would not be unfair to grant a short delay of termination to May 31, 2026, for the Tenant to secure alternative housing
13. Accordingly, I 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:**
 - \$16,686.00 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 \$8,740.53. 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 \$90.41 per day for the use of the unit starting April 10, 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.

May 1, 2026
Date Issued

Vinuri Sivalingam
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 30, 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 31, 2026

Rent Owing To May 31, 2026	\$16,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,686.00

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

Rent Owing To Hearing Date	\$11,813.69
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,800.00
Less the amount of the interest on the last month's rent deposit	- \$459.16
Total amount owing to the Landlord	\$8,740.53
Plus daily compensation owing for each day of occupation starting April 10, 2026	\$90.41 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	