



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-014943-26

In the matter of: 1511, 1315 BOUGH BEECHES BLVD
MISSISSAUGA ON L4W4A1

Between: 1315 Bough Beeches Boulevard Limited Landlord

And

Rashid Hasan Tenant

1315 Bough Beeches Boulevard Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Rashid Hasan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 29, 2026.

The Landlord's representative, David Cibotaru, and the Tenant attended the hearing.

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 \$2,191.63. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.05. This amount is calculated as follows: \$2,191.63 x 12, divided by 365 days.
5. The Tenant has paid \$6,114.00 to the Landlord since the application was filed.
6. The Landlord claims the Tenant owes arrears to April 30, 2026, are \$6,555.48. The Landlord provided oral testimony with respect to all payments made by the Tenant from 2021 to the date of this hearing in support of this claim. The Landlord also provided that the Board has issued an order (LTB-L-080714-22) approving an above guideline rent increase on March 2025 and their subsequent N1 Notice of rent increases served to the Tenant since 2021. The Tenant contested the amount owing stating that Landlord incorrectly calculated the above guideline increase.

7. The party bringing an application always carries the ultimate burden of proving their application on a balance of probabilities. However, once a landlord provides evidence that rent was not paid, the onus generally shifts to the tenant to establish that a disputed payment or payments were in fact made. Moreover, a party that wishes to rely on a particular fact bears the burden of proving that fact—in this case it is the Tenant who alleges that there is error in calculation and therefore it is Tenant's burden to prove on a balance of probabilities that the Landlord erred in calculating the monthly rent or the Tenant made these payments.
8. Although the Tenants disagreed with the amount claimed by the Landlord, the Tenant could not articulate why they disagreed, other than their statement that the amount is incorrect and it was unfair the Landlord retroactively charged the Tenant the increased amount. The Tenants could not provide any evidence of any payments made to the Landlord not accounted for by the Landlord or where the Landlord erred in calculating the monthly rent in the application or in their oral testimony.
9. Given the above, I find that the rent arrears owing to April 30, 2026, are \$6,555.48.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,189.15 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. Interest on the rent deposit, in the amount of \$14.99 is owing to the Tenant for the period from January 1, 2026 to April 29, 2026.
13. The Landlord is seeking a standard order.
14. The Tenant's agent testified that the Tenant currently has \$10,000.00 dollars in savings that are reserved for expenses. However, she testified she would like a payment plan to preserve their tenancy. I find that there is sufficient evidence to justify providing the Tenants with the opportunity to preserve the tenancy through standard order with delayed termination date of May 31, 2026. As I am satisfied that the Tenant could afford to pay the arrears in full and will pay rent on time.
15. I do not think it fair for the Landlord to shoulder additional financial burdens from granting a payment plan.
16. 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:**
 - \$8,933.11 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 \$4,435.16. 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 \$72.05 per day for the use of the unit starting April 30, 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 5, 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 December 1, 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	\$14,861.11
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,114.00
Total the Tenant must pay to continue the tenancy	\$8,933.11

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

Rent Owing To Hearing Date	\$12,567.30
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,114.00
Less the amount of the last month's rent deposit	- \$2,189.15
Less the amount of the interest on the last month's rent deposit	- \$14.99
Total amount owing to the Landlord	\$4,435.16
Plus daily compensation owing for each day of occupation starting April 30, 2026	\$72.05 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	