



## **Order under Section 69 Residential Tenancies Act, 2006**

**File Number:** LTB-L-014893-26

**In the matter of:** 104, 6570 GLEN ERIN DR  
MISSISSAUGA ON L5N0H4

**Between:** bcIMC Realty Corporation c/o Quadreal Landlord  
Residential Properties G.P. Inc.

**And**

Anas Ghaffar Tenants  
Nadia Riaz

bcIMC Realty Corporation c/o Quadreal Residential Properties G.P. Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Anas Ghaffar and Nadia Riaz (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 5, 2026.

The Landlord's Representative, Faith McGregor, Landlord's Agent, Cristina Marinescu, and Tenants, Anas Ghaffar who also on behalf of the other Tenants 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 \$3,490.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$114.74. This amount is calculated as follows: \$3,490.00 x 12, divided by 365 days.
5. The Tenants had paid \$240.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$16,730.00.
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 \$3,490.00 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 \$25.10 is owing to the Tenants for the period from January 1, 2026, to May 5, 2026.
10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenants seek to preserve the tenancy. The Tenants have resided in the rental unit since September 2025 and have one child, who is 9 years old. The Tenant testified that, in December 2025, the Tenants provided \$10,000.00 in emergency financial assistance to family overseas for medical expenses.
12. The Tenant testified that the Tenants' monthly income from employment and business sources is \$6,200.00, while their monthly expenses are approximately \$3,098.00. The Tenants requested relief from eviction through a payment plan. Specifically, they proposed to pay the lawful monthly rent for May 2026 on or before May 31, 2026, together with an additional \$3,490.00 toward the arrears. They further proposed to pay the lawful monthly rent for June 2026 on or before June 30, 2026, together with an additional \$9,936.00 toward the arrears.
13. I am not satisfied that the proposed payment plan is reasonable or that the tenancy can be preserved. Although the Tenants stated income exceeds their monthly expenses, the proposed plan would defer the lawful monthly rent to the last day of each month, rather than requiring it to be paid when due. Given the amount of arrears, which exceed \$16,000.00, and the Tenants' payment history, I find that such a payment plan would be unfair to the Landlord.
14. The Tenants requested relief through a delayed termination date of June 30, 2026. Given the amount of arrears, the Tenants' payment history, and the time that has passed since the application was filed, I am not satisfied that an extended termination date to June 30, 2026, is reasonable. The Tenants have had time to address their financial circumstances or seek alternate accommodations.

**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:**
  - \$16,916.00 if the payment is made on or before May 23, 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 had paid the full amount owing as ordered plus any additional rent

that became due after May 23, 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 23, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$10,484.60. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$114.74 per day for the use of the unit starting May 6, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before May 23, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 24, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 23, 2026, then starting May 24, 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 24, 2026.

**May 12, 2026**  
**Date Issued**

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Joshua Labbe  
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 24, 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 23, 2026**

|                                                                                         |                    |
|-----------------------------------------------------------------------------------------|--------------------|
| Rent Owing To May 31, 2026                                                              | \$16,970.00        |
| Application Filing Fee                                                                  | \$186.00           |
| <b>Less</b> the amount the Tenants paid to the Landlord since the application was filed | - \$240.00         |
| <b>Total the Tenants must pay to continue the tenancy</b>                               | <b>\$16,916.00</b> |

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

|                                                                                                                     |                       |
|---------------------------------------------------------------------------------------------------------------------|-----------------------|
| Rent Owing To Hearing Date, May 5, 2026                                                                             | \$14,053.70           |
| Application Filing Fee                                                                                              | \$186.00              |
| <b>Less</b> the amount the Tenants paid to the Landlord since the application was filed                             | - \$240.00            |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$3,490.00          |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$25.10             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$10,484.60</b>    |
| Plus daily compensation owing for each day of occupation starting May 6, 2026                                       | \$114.74<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                       |