



**Order under Section 21.2 of the
Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

File Number: LTB-L-095951-25-RV

In the matter of: 9 OSHAWA BLVD N
OSHAWA ON L1G5R8

Between: Md Golam Mostafa Landlord
Khaled Mostafa

And

Sally Marie Shirley Gamache Tenant

Review Order

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Md Golam Mostafa and Khaled Mostafa (the 'Landlord') applied for an order to terminate the tenancy and evict Sally Marie Shirley Gamache (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was resolved by order LTB-L-095951-25 issued on February 9, 2026.

On February 13, 2026 the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 17, 2026 interim order LTB-L-095951-25-RV-IN was issued, staying the order issued on February 9, 2026.

The request to review was heard on March 23, 2026 and granted by interim review order LTB-L-095951-25-RV-IN2, issued April 7, 2026. The Landlord’s application was directed to be heard *de novo* (anew).

This application was heard *de novo* by videoconference on May 6, 2026.

Only the Landlord, Md Golam Mostafa, and the Landlord’s legal representative, Parastoo Naderi, attended the hearing.

As of 1:30 p.m., the Tenant 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:

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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on May 3, 2026. The Tenant confirmed to the Landlord that she vacated on this date, and returned the keys. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$4,500.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 3, 2026 are \$29,943.85.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 3, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$30,129.85. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.

May 11, 2026
Date Issued

Mark Melchers
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$29,943.85
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$30,129.85