



Order under Section 69 Residential Tenancies Act, 2006

Citation: Naveed v RAGUIN, 2026 ONLTB 38070

Date: 2026-05-13

File Number: LTB-L-017056-26

In the matter of: 505 EASTBRIDGE AVE
WELLAND ON L3B0N3

Between: Maham Naveed

Landlord

And

TSHAWNA RAGUIN

Tenant

Maham Naveed (the 'Landlord') applied for an order to terminate the tenancy and evict TSHAWNA RAGUIN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's husband, Z. Qureshi, and the Tenant attended the hearing. The Landlord authorized her husband to represent her.

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 \$2,450.85. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$80.58. This amount is calculated as follows: \$2,450.85 x 12, divided by 365 days.
5. The Tenant has paid \$7,238.10 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$2,565.30.
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 \$2,450.85 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 \$61.62 is owing to the Tenant for the period from February 24, 2025 to May 6, 2026.
10. The Tenant agrees to the amount in arrears. She said she wants to remain in the rental unit. She said that she lives in the unit with her three children, 11 and 15 years old, as well as a new baby. The Tenant said that she is currently not working, and she has been on maternity leave. She said that between OW, child tax credit and child support, her monthly income is about \$3,500.00. She also has a car with payments of \$500 per month and insurance payment of \$200.00 per month. The Tenant said that she has spoken to the housing stability people, and they assured her that they will help her with the arrears. The Tenant said that if they do not pay the arrears for her, she proposed to pay \$1,000.00 per month towards the arrears.
11. The Tenant said that it would be very difficult for her to move with three young children.
12. The Landlord requests a standard termination order. The Landlord's husband, Z. Qureshi (ZQ) said that he and his wife have tried to cooperate with the Tenant for the last six to seven months, but the Tenant constantly pays late, and she gives them false assurances. He also said that they have tried to communicate with her, but she avoids their calls.
13. 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 June 15, 2026 pursuant to subsection 83(1)(b) of the Act, for the following reasons. The Tenant has consistently paid the rent late through most of her tenancy. The tenancy only began about 15 months ago, and the Landlord waited until February 2026 to serve the N4 notice because the Tenant failed to pay anything at all until the end of that month. She then continued to underpay until the date of the hearing. I find that, based on the Tenant's reported income, the tenancy is not sustainable. The Tenant simply does not have sufficient income to pay the rent going forward in addition to her other normal expenses. However, I find that it would not be unfair to give her a bit more time to find somewhere else to live.

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:**
 - \$2,751.30 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$5,202.15 if the payment is made on or before June 15, 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 June 15, 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 June 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 \$1,728.54. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$80.58 per day for compensation for the use of the unit starting May 7, 2026 until the date the Tenant moves out of the unit.
 6. The Landlord or the Tenant 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 June 30, 2026, then starting June 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 June 16, 2026.

May 13, 2026

Date Issued

Nancy Morris

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 15, 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	\$9,803.40
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,238.10
Total the Tenant must pay to continue the tenancy	\$2,751.30

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 15, 2026

Rent Owing To June 30, 2026	\$12,254.25
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,238.10
Total the Tenant must pay to continue the tenancy	\$5,202.15

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

Rent Owing To Hearing Date	\$7,836.03
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,238.10
Less the amount of the last month's rent deposit	- \$2,450.85
Less the amount of the interest on the last month's rent deposit	- \$61.62
Total amount owing to the Landlord	\$(1,728.54)
Plus daily compensation owing for each day of occupation starting May 7, 2026	\$80.58 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	