



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

File Number: LTB-L-015233-26

In the matter of: 75F BERKINDALE DR
HAMILTON ON L8E 3L3

Between: Sireg Management Inc. Landlord

and

Catalina Radulescu
Ammar Zain Hamood Tenants

Sireg Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Catalina Radulescu and Ammar Zain Hamood (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's representative, Pegah Fakhr-Attar, and the Tenant, Ammar Zain Hamood, attended the hearing.

Ammar Zain Hamood testified on behalf all Tenants.

Determinations:

Tenants' Issues

1. Mr. Hamood wanted to raise maintenance issues during this hearing. The Landlord's representative objected. She indicated that she was not served in advance of the hearing with the Tenant's evidence, and she was not made aware of the Tenant's intention to raise section 82 issues at this hearing. The Landlord was not prepared to respond to the Tenants' issues.
2. I informed the Tenant that Board's Rule of Procedure 19.4 provides that a Tenant who wishes to raise s.82 issues at a hearing must serve the Landlord and file with the Board a list of their issues as well as their supporting evidence at least seven days before the hearing. Rule 19.5 states that a Tenant who fails to comply with Rule 19.4 shall not be permitted to raise these issues at the hearing unless the Board is satisfied that they could not comply. In addition, the Board provides Tenants with information about how to raise issues under s.82 when serving the application and notice of hearing.

3. In this case, the Tenant did not comply with the requirements set out in the Act and the Board's rules. Mr. Hamood was not aware of the Board's procedures. The Tenants also did not file any documentary evidence to the Board's portal. Given the submissions, I find that the Tenants had advance notice of this hearing and ample opportunity to raise s. 82 issues but they did not. For this reason, I did not hear any evidence or submission with respect to the Tenants' s.82 issues. However, I informed Mr. Hamood that he can bring his own T6 application against the Landlord regarding his maintenance issues.

L1 Application

4. 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.
5. As of the hearing date, the Tenants were still in possession of the rental unit.
6. The lawful rent is \$2,193.52. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$72.12. This amount is calculated as follows: $\$2,193.52 \times 12$, divided by 365 days.
8. The Tenants have not made any payments since the application was filed.
9. It is undisputed that the rent arrears owing to May 31, 2026, are \$13,070.88.
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 \$1,995.00 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.
12. Interest on the rent deposit, in the amount of \$10.90 is owing to the Tenants for the period from February 1, 2026, to May 6, 2026.

Relief from Eviction

13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until July 31, 2026 pursuant to subsection 83(1)(b) of the *Residential Tenancies Act, 2006* (the 'Act').
14. The parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order.
15. Mr. Hamood requested to preserve the tenancy. The Tenants have four minor children. Mr. Hamood testified regarding the Tenants' income and expenses. He also requested a delay of 12 months. The Landlord's representative objected to the proposed delay. It is the Landlord's position that further delay would cause financial prejudice to the Landlord because costs associated with the rental unit has to be paid.

16. The evidence establishes that the Tenants are unable to afford the current rent, and the arrears have accumulated to \$13,070.88. The Tenants have not made any payments since the application was filed. I find that the tenancy is not viable. However, while the Landlord's representative submitted that further delay would cause prejudice, no documentary evidence was provided in support of that position. Therefore, based on the evidence before me, I find a postponement to July 31, 2026 is reasonable to allow the Tenants an opportunity to preserve their tenancy, or if necessary, secure alternative accommodation.

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 Board in trust:**
 - \$13,256.88 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$15,450.40 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$17,643.92 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the Board to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after July 31, 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 July 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,490.18. 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 \$72.12 per day for the use of the unit starting May 7, 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 July 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.

May 12, 2026

Date Issued

Adeela Alvez

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 February 1, 2027, 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 31, 2026

Rent Owing to May 31, 2026	\$13,070.88
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$13,256.88

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing to June 30, 2026	\$15,264.40
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$15,450.40

C. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing to July 31, 2026	\$17,457.92
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$17,643.92

D. Amount the Tenants must pay if the tenancy is terminated

Rent Owing to Hearing Date	\$11,310.08
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,995.00
Less the amount of the interest on the last month's rent deposit	- \$10.90
Total amount owing to the Landlord	\$9,490.18
Plus, daily compensation owing for each day of occupation starting May 7, 2026	\$72.12 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	