



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

File Number: LTB-L-106009-25

In the matter of: Basement Room # 1B, 95 DURANT AVE
East York ON M4J4W3

Between: ALAA DAHI Landlord

And

MOHAMED IBRAHIM HOUSSEIN Tenant

ALAA DAHI (the 'Landlord') applied for an order to terminate the tenancy and evict MOHAMED IBRAHIM HOUSSEIN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Landlord's legal representative, Serajul Islam Kazi, and the Tenant attended the hearing.

The application was amended at the hearing to indicate the proper rental unit as 1B and not 1A. This Order reflects that change.

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 \$750.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$24.66. This amount is calculated as follows: \$750.00 x 12, divided by 365 days.
5. The Tenant disputed the amount of arrears the Landlord claims. The Tenant testified that he has paid the rent in cash every month since May 2025 by handing the money to an individual he identified as "Mustofa" who works with the Landlord. The Landlord denies

receiving any of the alleged payments and denies that Mustofa attended the rental unit on the dates the Tenant described.

6. In *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII), the Divisional Court held at paragraph 27 that while a landlord bears the persuasive burden in a rent arrears application, it is difficult for a landlord to prove a negative (the non-payment of rent). The Court therefore held that "while the ultimate persuasive burden never shifts, once a landlord denies receiving funds, the tenant will have an evidentiary burden or a chance to advance some evidence to positively prove that he or she paid rent."
7. Once the Landlord denied receiving the alleged cash payments, the evidentiary burden shifted to the Tenant to produce some evidence positively establishing that the payments were made. The Tenant did not meet that burden.
8. The Tenant produced no documentary evidence of any kind. There were no receipts, no bank withdrawal records, no text messages or other communications referring to the payments, no photographs, and no witness evidence. When I asked the Tenant why he had not uploaded any evidence to the Tribunal's portal in advance of the hearing, the Tenant said he had been anxious. I accept that hearings can be a source of stress, but anxiety or suffering from an anxiety disorder alone does not explain why a tenant who claims to have made roughly ten months of cash rent payments has no record whatsoever to support those payments. The Tenant has known about the dispute since the N4 Notice was served and has had ample time to assemble whatever records might exist.
9. The Tenant's oral evidence about the source of the cash itself was also unsatisfactory. The Tenant testified that he is currently unemployed and that the cash he says he used to pay the rent came from "other people." He could not name those people, identify when the funds were provided, or describe the amounts. There is no documentary trail linking the Tenant to any source of funds sufficient to cover monthly cash rent payments of \$750.00 over the period in question.
10. On a balance of probabilities, I find that the Tenant has not led sufficient evidence to establish that any of the alleged cash payments were made. I prefer the Landlord's evidence on the question of payment and accept the Landlord's evidence as accurate.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to March 31, 2026, are \$8,000.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$850.00 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.
15. Interest on the rent deposit, in the amount of \$47.15 is owing to the Tenant for the period from December 1, 2023 to March 5, 2026.
16. The Tenant asked for two months to find alternative accommodation. He did not propose a payment plan and did not point to any specific steps he is taking, or proposes to take, to

secure another unit. He did not produce any evidence of income, savings, or applications for housing.

17. The evidence on affordability is firmly against the continuation of this tenancy. The arrears stand at more than ten months of rent. The Tenant has not paid anything since the application was filed. By his own admission he is currently unemployed and relies on undocumented cash assistance from unnamed third parties. There is no realistic prospect of the Tenant paying off the arrears or sustaining ongoing rent. The tenancy is not viable.
18. At the same time, granting the minimum termination date would give the Tenant only a handful of days to arrange a move. Aligning the termination date with the end of the rental period gives him a modest additional window without meaningfully prejudicing the Landlord beyond the prejudice the Landlord has already absorbed. Two months, on the other hand, would be unfair to the Landlord who has now been without rent for nearly a year and would not be productive for the Tenant given the absence of any concrete plan.
19. 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. Any longer postponement would be unfair to the Landlord.

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:**
 - \$9,686.00 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 \$6,662.15. 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 \$24.66 per day for the use of the unit starting March 6, 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 12, 2026
Date Issued

Colin Elsby
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	\$9,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,686.00

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

Rent Owing To Hearing Date	\$7,373.30
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$850.00
Less the amount of the interest on the last month's rent deposit	- \$47.15
Total amount owing to the Landlord	\$6,662.15
Plus daily compensation owing for each day of occupation starting March 6, 2026	\$24.66 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	