



Order under Section 69 Residential Tenancies Act, 2006

Citation: PENN TERRA GROUP LTD v Ahmed, 2026 ONLTB 38532

Date: 2026-05-14

File Number: LTB-L-016559-26

In the matter of: 605-1, 136 JAMES ST
ST CATHARINES ON L2R5C4

Between: PENN TERRA GROUP LTD Landlord

And

Moeez Ahmed Tenant

PENN TERRA GROUP LTD (the 'Landlord') applied for an order to terminate the tenancy and evict Moeez Ahmed (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 legal representative, Sara Murtadha, and the Tenant attended the hearing.

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 \$824.10. It is due on the first day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$27.09. This amount is calculated as follows: \$824.10 x 12, divided by 365 days.
5. The Tenant has paid \$2,493.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$3,975.90.
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 \$785.00 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.
9. 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 Tenant.
10. In particular, I have considered that the Tenant disputes the amount of outstanding arrears because he says he made cash payments to the Landlord in February 2025 that have not been accounted for. At the hearing, the Tenant provided partial screen shots of his bank account which show cash payments to the Landlord in February 2025. However, the Landlord then provided a screen shot of their ledger which captures these same cash payments. Based on the Landlord's ledger, I am not satisfied that the Tenant made any payments towards the monthly rent that have not been captured and reflected on their application and update sheet.
11. I have also considered that the Tenant says he is able to pay the outstanding arrears by using some savings which he has set aside. If what the Tenant says is true, then he should be easily able to pay the remaining arrears within the standard 11 day time period and save this tenancy. I therefore find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$4,161.90 if the payment is made on or before May 25, 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 25, 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 25, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,715.34. 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 \$27.09 per day for the use of the unit starting May 7, 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 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 26, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 25, 2026, then starting May 26, 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 26, 2026.

May 14, 2026
Date Issued

Laura Hartslief
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 26, 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 25, 2026

Rent Owing To May 31, 2026	\$6,468.90
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,493.00
Total the Tenant must pay to continue the tenancy	\$4,161.90

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

Rent Owing To Hearing Date	\$5,807.34
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,493.00
Less the amount of the last month's rent deposit	- \$785.00
Total amount owing to the Landlord	\$2,715.34
Plus daily compensation owing for each day of occupation starting May 7, 2026	\$27.09 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	