



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

Citation: Al Lami v Kerrebyn, 2026 ONLTB 37265

Date: 2026-05-14

File Number: LTB-L-108978-25-RV-AM

In the matter of: 1106-1865 Pickering Pkwy, Pickering, ON
L1V 7K3

Between: Karim Al Lami Landlords
Muhammad-Hussain Karim Al Lami

And

Stephanie Kerrebyn Tenant

Amended Review Order

This amended order is issued to correct a clerical error in the order issued May 14, 2026. The amendments are bolded and underlined for ease of reference.

Karim Al Lami and Muhammad-Hussain Karim Al Lami (the 'Landlords') applied for an order to terminate the tenancy and evict Stephanie Kerrebyn (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-108978-25 issued on March 12, 2026.

On March 15, 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 March 16, 2026, interim order LTB-L-108978-25-RV-IN was issued, staying the order issued on March 12, 2026 and directing the matter to a review hearing.

The review request was heard by videoconference on April 30, 2026. The Landlord's legal representative Ahmad Alzameli and the Tenant attended the hearing.

Determinations – Review Request:

1. The order issued on March 12, 2026, terminates the tenancy for non-payment of rent. The order was issued on an uncontested basis as the Tenant was not present or represented at the hearing held on March 5, 2026.

2. The Tenant's request for review is filed on the basis that they were not reasonably able to participate in the proceedings. As explained below, the Tenant's request for review is granted.
3. Although the order states that the Tenant was not present or signed in at the hearing scheduled for March 5, 2026, the Board's records confirm that the Tenant had in fact called into the hearing via telephone and was not signed in by the Board Moderator. The hearing docket confirms that the Moderator missed signing in the Tenant and that this was only discovered after the matter had been heard at 1:58pm.
4. Based on the evidence and submissions before the Board, I find that the Tenant attended the hearing and was not reasonably able to participate due to an unforeseen error by Board staff. In *King-Winton v. Doverhold Investments 2008 CanLII 60708 (ON SCDC)* the Divisional Court stated that "Being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less."
5. The Tenant's request for review is therefore granted and the matter proceeded to be heard de novo (anew) on its merits.

Determinations – De Novo Hearing:

Preliminary - Amending Application:

6. The application is amended to properly identify the rental unit as 1106-1865 Pickering Pkwy Pickering, ON L1V 7K3.
7. Although the N4 notice of termination states a different address of the rental unit (1106-1856 Notion RD, Pickering, ON L1V2G3), the Tenant confirmed at the hearing that she received the notice of termination and understood its contents. Therefore, the notice of termination is substantially compliant pursuant to section 212 of the Act, which states:

212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient.

(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.

Arrears of Rent:

8. The Landlords 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$3,200.00. It is due on the 15th day of each month.

11. Based on the Monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: \$3,200.00 x 12, divided by 365 days.
12. The Tenant has not made any payments since the application was filed.
13. The rent arrears owing to May 14, 2026 are \$22,100.00.
14. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlords collected a rent deposit of \$3,200.00 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.
16. Interest on the rent deposit, in the amount of \$76.22 is owing to the Tenant for the period from March 13, 2025 to April 30, 2026.
17. The Tenant did not dispute the arrears owing to the Landlords.

Relief From Eviction:

18. 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 30, 2026 pursuant to subsection 83(1)(b) of the Act.
19. The arrears owing are substantial and the Tenant has made no payments to the Landlords since the application was filed on December 29, 2025 (four months).
20. At the hearing the Tenant testified that she fell into arrears because she incurred funeral expenses after her father had passed away and because she had also taken a leave of absence from work on or about this period.
21. The Tenant testified that she is currently back to work on a full-time basis and that she earns approximately \$6,000.00 per month. No documentary evidence was provided at the hearing however to confirm this income.
22. The Tenant on cross-examination also confirmed that she had taken out a loan to pay for her father's funeral expenses (\$1,100.00 per month) and that she has struggled to pay this loan throughout the recent months.
23. The Tenant proposed a repayment plan in which she would pay the monthly rent on time, plus an additional \$1,000.00 towards the arrears.
24. The Tenant has resided in the rental unit since March 2025 and resides in the unit with her three children.
25. Based on the evidence and submissions before the Board, I find that the tenancy is not viable and that the Tenant's proposed repayment plan should not be granted as it is not likely to succeed.
26. This tenancy is a little over a year old and despite this, the Tenant has accrued over \$22,000.00 in arrears of rent. The evidence before the Board is clear that the Tenant has

been in arrears for majority of her tenancy and that the Tenant simply cannot afford to pay the monthly rent, ongoing household expenses and current debts owing to other creditors.

27. I find that it would be unfair to the Landlord to impose a 23-month (almost two year) repayment plan when the Tenant has not established that the payment is likely to succeed or where the Tenant has made no good faith payments to the Landlord since the application was filed. If the Tenant is struggling to pay her other debts, then I find it unlikely that the Tenant can sustain the repayment plan she proposed.
28. I am however mindful to the fact that the Tenant resides in the rental unit with three children and has experienced some unforeseen hardship throughout the last year and as such, I find that it would not be unfair to delay eviction to June 30, 2026 to allow the Tenant some additional time to secure alternate housing or to gather the required funds to pay the arrears in full. I find that delaying beyond this date would be unfair to the Landlords as it would likely result in additional arrears owing and prejudice to them.
29. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The request to review order LTB-L-108978-25 issued on March 12, 2026, is granted. The order is cancelled and replaced with the following.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$22,286.00 if the payment is made on or before May 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$25,486.00 if the payment is made on or before May 25, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - 28,686.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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 30, 2026** but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **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 30, 2026.**

6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,493.14. 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.
7. The Tenant shall also pay the Landlord compensation of \$105.21 per day for the use of the unit starting May 1, 2026 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before **June 30, 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.
9. If the unit is not vacated on or before **June 30, 2026**, then starting **July 1, 2026**, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 **July 1, 2026**.

May 14, 2026
Date Issued

Fabio Quattrociochi
Member, Landlord and Tenant Board

May 15, 2026
Date Amended

Fabio Quattrociochi
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 14, 2026

Rent Owing To May 14, 2026	\$22,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$22,286.00

B. 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 June 14, 2026	\$25,300.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$25,486.00

C. Amount the Tenant 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 July 14, 2026	\$28,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$28,686.00

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

Rent Owing To Hearing Date	\$20,583.36
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,200.00
Less the amount of the interest on the last month's rent deposit	- \$76.22
Total amount owing to the Landlord	\$17,493.14
Plus daily compensation owing for each day of occupation starting May 1, 2026	\$105.21 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	