



Order under Section 69 Residential Tenancies Act, 2006

Citation: Shah v Kuzu, 2026 ONLTB 40217

Date: 2026-05-21

File Number: LTB-L-006167-26

In the matter of: 146 Maria Antonia Rd
Woodbridge ON L4H2S8

Between: Roquia Shah Landlord

And

Dilek Kuzu Tenants
Oktayozan Yildirim
Tuana Kuzu

Roquia Shah (the 'Landlord') applied for an order to terminate the tenancy and evict Dilek Kuzu, Oktayozan Yildirim and Tuana Kuzu (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application);
- the Tenants have been persistently late in paying the Tenants' rent; and
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on April 16, 2026.

The Landlord, the Landlord's legal representative Shahid Mirza, and the Tenants attended the hearing. The Tenants spoke with Duty Counsel prior to the hearing.

Osman Buttar testified at the hearing as a witness for the Landlord.

Determinations:

L1 Application – Non-Payment of Rent

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 \$4,288.20. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$140.98. This amount is calculated as follows: $\$4,288.20 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$21,352.80.
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 \$4,200.00 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.
9. Interest on the rent deposit, in the amount of \$156.47 is owing to the Tenant for the period from September 16, 2024 to April 16, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 8 times in the 12 months preceding the notice.
11. The Landlord testified that the Tenants had provided post-dated cheques with respect to rent payments but would frequently contact the Landlord to postpone deposits. In total, the Landlord testified that give cheques were returned. Because of these reliability issues, the Landlord testified that she ultimately did not request further postdated cheques from the Tenants.
12. While the Tenants may have expected a request from the Landlord for further post-dated cheques, it is incumbent upon them to ensure their rent is paid to the Landlord on or before the first of the month.
13. Since the N8 notice was served on the Tenants, they have not made a single rent payment to the Landlord.

L2 Application – Wilful or Negligent Damage (N5 and Compensation Claim)

14. On January 7, 2026, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains allegations of wilful or negligent damage to the rental unit based on an inspection that took place on November 3, 2025.
15. Osman Buttar – a property manager employed by the Landlord – testified on the Landlord's behalf regarding these allegations. He testified that he entered the rental unit on November 3, 2025, to check alarms and replace filters in the rental unit and observed the following damage to the rental unit:
 - Drywall erected as a partition in the family room;
 - Visible water damage;
 - Damage to the cabinetry in the kitchen.
16. The Tenant Tuana Kuzu testified about these allegations at the hearing. She testified that the Tenants had temporarily erected a piece of drywall to act as a room divider but that it was taken down without damaging the rental unit after the November 3, 2026, inspection. The Tenants were attending the hearing remotely from the rental unit and were able to show on-camera that the modification alleged by the Landlord had been undone and there were no visible signs of damage.
17. Ms. Kuzu also testified that the water damage observed by Mr. Buttar on November 3, 2026, was previously reported to the Landlord by the Tenants and that no action had been taken by the Landlord in response to their complaints. She testified that this damage was not caused by herself or the other Tenants. She also testified that the kitchen cabinets were in the same condition that they were when they received possession of the rental unit and that no modifications have been made.
18. It is the Landlord's obligation, as the applicant, to prove on a balance of probabilities that the allegations in the notice are true. I am not satisfied that this is the case with respect to the claims of wilful or negligent damage. The Tenants deny causing the damage and were able to show live footage proving that some of the alleged damage had been remediated. The Landlord led no evidence about the state of the unit prior to the tenancy and Mr. Buttar's testimony only establishes what he observed on November 3, 2026. It does not, however, establish the cause of the alleged damage he observed.
19. As such, the portion of the L2 Application based on the N5 Notice is dismissed, as is the related claim under s. 89 of the Act for compensation of the purported costs of repair.

Relief from Eviction

20. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
21. The Tenants owe the Landlord significant rent arrears. They must pay all rent owing to the Landlord in accordance with the portion of the order dealing with the L1 Application. It

would be unfair to the Landlord to allow the tenancy to continue if the significant outstanding arrears are not paid. The Landlord testified that she is having to use savings to pay the carrying costs of the rental unit because the Tenants have stopped paying rent.

22. In the event that the Tenants void that portion of the order, however, I am satisfied that a conditional order requiring the Tenants to pay their rent on or before the date it is due is satisfactory to balance the Landlord's interest in receiving timely payment of the rent with the Tenants' interest in preserving the tenancy.

It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$25,827.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$30,115.20 if the payment is made on or before June 1, 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 1, 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 1, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,149.81. 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 \$140.98 per day for the use of the unit starting April 17, 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 June 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 2, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before June 1, 2026, then starting June 2, 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 2, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period June 1, 2026, to May 31, 2027.
12. If the Tenant fails to make any of the payments in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

Section 89 Compensation Claim

13. The claim for compensation under section 89 of the Act is dismissed.

May 21, 2026
Date Issued

Jeremy Henderson
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 of the Tenant expires on December 2, 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	\$25,641.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$25,827.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 1, 2026

Rent Owing To June 30, 2026	\$29,929.20
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$30,115.20

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

Rent Owing To Hearing Date	\$19,320.28
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$4,200.00
Less the amount of the interest on the last month's rent deposit	- \$156.47
Total amount owing to the Landlord	\$15,149.81
Plus daily compensation owing for each day of occupation starting April 17, 2026	\$140.98 (per day)