



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-014005-26

In the matter of: 802, 550 SCARBOROUGH GOLF CLUB RD
TORONTO ON M1G 1H6

Between: Sunder and Company Inc Landlord

and

Fahima Nabizada
Wais Nabizada Tenants

Sunder And Company Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Fahima Nabizada and Wais Nabizada (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, Eshita Mongia, and the Tenant, Wais Nabizada, attended the hearing. Wais Nabizada testified on behalf of the Tenants.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,451.78. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$47.73. This amount is calculated as follows: \$1,451.78 x 12, divided by 365 days.
5. It is undisputed that the Tenants have paid \$4,624.56 to the Landlord since the application was filed. The rent arrears owing to May 31, 2026 are \$1,879.04.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

7. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and I 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.
8. The Landlord's representative initially requested a voidable eviction order, requiring the Tenants to pay the arrears owing within 11 days to continue the tenancy; however, the representative towards the end of the hearing indicated that the Landlord would accept a payment plan of \$250.00 a month.
9. Wais Nabizada is the son of Fahima Nabizada. He indicated that he does not live in the rental unit but acknowledged his responsibility under the joint tenancy agreement. He testified that he has his own property and financial responsibilities. His mother who is 65 years old, pays the rent from her old age income. Mr. Nabizada helps his mother financially when she requires it.
10. Mr. Nabizada testified that his mother could pay \$100.00 to \$200.00 a month towards the outstanding arrears, and he indicated that he would assist her as well. In this case, although the Tenants did not file any documentary evidence regarding their monthly income and expenses, I found Mr. Nabizada's testimony to be credible. I am satisfied that the Tenants will be able to make payments towards the arrears while continuing to pay the ongoing rent given their income and expenses.
11. The payment plan also provides the Landlord with a clear schedule for repayment and an enforcement order in the event of a default. Therefore, based on the evidence before me I find it is reasonable to provide the Tenants with an opportunity to preserve their tenancy and pay the arrears in installments.

It is ordered that:

1. The Tenants shall pay to the Landlord \$2,065.04 in accordance with the following schedule, this amount includes arrears of rent up to May 31, 2026 and the cost of filing the application:

<u>Date of Payment</u>	<u>Amount</u>
June 15, 2026	\$200.00
July 15, 2026	\$200.00
August 15, 2026	\$200.00
September 15, 2026	\$200.00
October 15, 2026	\$200.00

November 15, 2026	\$200.00
December 15, 2026	\$200.00
January 15, 2027	\$200.00
February 15, 2027	\$200.00
March 15, 2027	\$200.00
April 15, 2027	\$ 65.04

2. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period June 1, 2026, to April 30, 2027, or until the arrears are paid in full, whichever date is earliest.
3. If the Tenants fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the Board within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

May 20, 2026
Date Issued

 Adeela Alvez
 Member, Landlord and Tenants 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.