



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-004837-26-SA

In the matter of: 3, 2866 KEELE ST
Toronto ON M3M2G8

Between: 1000085600 Ontario Limited Landlord

And

Hasan Sunna Tenant

1000085600 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Hasan Sunna (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on April 15, 2025, with respect to the application LTB-L-102413-24.

The Landlord's application was resolved by the order LTB-L-004837-26, issued on February 3, 2026. This order was issued without a hearing being held.

On March 16, 2026, the Tenant filed a motion to set aside the order LTB-L-004837-26, issued on February 3, 2026.

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

The Tenant's Agent, Resan Sunna, the Tenant's Legal Representative, Yusuf Sinan Ulukanligil, the Landlord's Agent, Lingyan Lu, and the Landlord's Legal Representative, Victoria Zarif, attended the hearing.

Determinations:

1. The parties agreed that the lawful monthly rent was in the amount of \$1,230.00 until December 31, 2025, and was duly increased to \$1,255.83 as of January 1, 2026, as it appears from a copy of the N1 Notice of Rent Increase dated September 19, 2025 (hereafter referred to as the 'N1 Notice;' DOC-7736875, pages 11 and 12 of 46; Exhibit 1).
2. The Tenant agreed that they failed to meet a condition in the order LTB-L-004837-26, issued on February 3, 2026. Specifically, the Tenant failed to pay the entirety of the lawful monthly rent, in full, on or before January 1, 2026, as they only sent the Landlord a payment in the amount of \$1,230.00 towards the rent for the rental period starting January 1, 2026, and ending January 31, 2026, on December 23, 2025, as it appears from a copy of the Tenant's

payment history between April 7, 2025, and February 25, 2026 (DOC-7572850, pages 14 to 16 of 41; Exhibit 2).

Tenant's Evidence

3. The Tenant's Agent Resan Sunna (hereafter referred to as 'R.S') testified that the Tenant is elderly, has mobility issues, and difficulties reading or communicating in English, as it appears from a copy of the Tenant's medical notes (DOC-7572850, pages 22 to 33 of 41; Exhibit 3, *in bundle*). R.S therefore assists the Tenant with matters related to the tenancy, including rent payments.
4. R.S indicated that the rental unit is located on the ground floor, and that the Tenant receives at home nursing services
5. R.S stated that the Tenant was abroad between May 1, 2025, and October 27, 2025. They did not have anyone check on the rental unit during the Tenant's time abroad.
6. R.S indicated that they were accustomed to the Landlord increasing the monthly rent on a yearly basis of the month of January. They therefore sent a message to the Landlord on December 23, 2025, in order to inquire as to the revised monthly rent amount as of January 1, 2026, but received no responses, as it appears from the text message sent by R.S to the Landlord on December 23, 2025, at 1:00pm (DOC-7572850, page 18 of 41; Exhibit 4).
7. R.S stated that they only became aware of the increased lawful rent amount upon receiving a copy of the order LTB-L-004837-26, issued on February 3, 2026, at which point they proceeded to top up the rent difference for the months of January 2026, and February 2026, by sending the Landlord a payment in the amount of \$52.00 on February 10, 2026 (Exhibit 2), as it appears from a copy of the *WhatsApp* correspondences dated February 10, 2026, between R.S and the Landlord (DOC-7572850, page 17 of 41; Exhibit 5).
8. The Tenant sought for their motion to set aside the order LTB-L-004837-26, issued on February 3, 2026, to be granted, in order to continue the tenancy. They submit that they have the financial means to continue paying the lawful monthly rent in full and on time and that the failure to pay the increased rent amount for the month of January 2026 equated to an inadvertent miscommunication. In light of the Tenant's medical situation, R.S submits that it would be difficult for them to move. While R.S lives in close proximity to the Tenant, their premises would not be able to accommodate the Tenant's needs.
9. Under cross-examination, R.S agreed that they had attended the previous hearing on April 10, 2025, and were aware of the requirement to pay the ongoing rent in full and on time.
10. Under cross-examination, R.S agreed that they had advised the Landlord that they would be managing the tenancy on behalf of the Tenant, in light of the latter's ongoing ailments.
11. R.S could not explain why they elected to send certain messages to the Landlord by text messages (Exhibit 4) and others through *WhatsApp* (Exhibit 5).

Landlord's Evidence

12. The Landlord's Agent, Lingyan Lu (hereafter referred to as L.L.) testified that they are an employee of the Landlord who has been involved with the tenancy and the various proceedings involving the Tenant.
13. L.L. stated that they personally served the N1 Notice to the Tenant on September 19, 2025, by placing the document under the door of the rental unit, as it appears from a copy of the Certificate of Service dated September 19, 2025 (DOC-7736875, page 13 of 46; Exhibit 6).
14. L.L. indicated that they had a conversation with the Tenant's daughter-in-law on October 2, 2025. During this conversation the Tenant's daughter-in-law would have confirmed the receipt of the N1 Notice and that the Tenant would be returning to the rental unit on October 2, 2025.
15. L.L.'s understanding was that the Tenant's daughter-in-law was preparing the rental unit for the Tenant's return.
16. L.L. stated that prior to engaging in a conversation with the Tenant's daughter-in-law on October 2, 2025, they were unaware that the Tenant had been travelling.
17. L.L. disputed ever receiving the text message R.S. claims to have sent them on December 23, 2025 (Exhibit 4).
18. L.L. indicated that, throughout the course of the tenancy, the Landlord has had to multiply the proceedings against the Tenant as a result of their failure to pay the lawful monthly rent, or their persistent failure to pay the lawful monthly rent in full and on time, as it appears from a copy of the N4 Notice of Termination dated October 15, 2024, a copy of the L1 Application LTB-L-092312-24 filed with the Board on November 11, 2024, and a copy of the N8 Notice of Termination dated November 25, 2024 (DOC-7736875, pages 30 to 31 and 34 to 46 of 46; Exhibit 7, *in bundle*).
19. L.L. stated that the need to continuously serve such notices of termination and file applications with the Board creates uncertainty for the Landlord with respect to their ability to collect the rent that they are owed (Exhibit 7), and leads to them incurring costs and legal fees.
20. L.L. agreed that the Tenant paid the Landlord the lawful monthly rent in full and on time for the rental period starting May 1, 2025, and ending December 31, 2025, and for the rental period starting March 1, 2026, and ending April 30, 2026. The only shortfalls from the Tenant were related to the increased amount of \$23.55 for the months of January 2026 and February 2026.
21. The Landlord sought for the Board to deny the Tenant's motion to set aside the order LTB-L-004837-26, issued on February 3, 2026, as the Tenant failed to abide by the terms of the order LTB-L-102413-24, issued on April 15, 2025. Alternatively, they sought for the Board to issue an order imposing that the Tenant pay the lawful monthly rent, in full and on time, for the remainder of the tenancy, failure of which could lead to the Landlord applying to the Board – with no further notice to the Tenant - under section 78 of the *Residential Tenancies Act, 2006* for an order terminating the tenancy and evicting the Tenant, within thirty (30) days of the Tenant's default.

22. Under cross-examination, L.L explained that it is the Landlord's common practice to serve notices of rent increases to tenants, such as the N1 Notice (Exhibit 1), by placing them under the door of the rental unit. Neither the Tenant nor their agents ever expressed concerns with respect to such a method of service prior to the hearing.
23. Under cross-examination, L.L indicated that they primarily communicate with R.S through WhatsApp. They are unsure as to whom the December 23, 2025, message was sent to (Exhibit 4).
24. Under cross-examination, L.L did not recall the name of the individual they spoke with at the rental unit on October 2, 2025.

Analysis

25. After considering all of the circumstances, I find that it would not be unfair to set aside the order LTB-L-004837-26, issued on February 3, 2026.
26. Indeed, while I am not satisfied that R.S actually attempted to communicate with the Landlord on December 23, 2025 (Exhibit 5) as their chosen means of communication suddenly differed for not rational reason when taking into consideration that they are accustomed to communicating with L.L by *WhatsApp*, and it is apparent that the Tenant and their agents or family members failed to exercise due diligence with respect to checking on the rental unit during the Tenant's absence and duly communicating amongst themselves the N1 Notice (Exhibit 1) - especially when they are accustomed to receiving such notices of rent increases which take effect yearly on January 1st, the Tenant has shown a willingness and an ability to pay the lawful monthly rent in order to maintain the tenancy, by paying the Landlord the rent in full and on time for eight (8) consecutive months between May 1, 2025, and December 31, 2025, and ten times over a span of twelve months between May 1, 2025, and April 30, 2026 (Exhibit 2).
27. Although there is not dispute that there was a monthly shortfall of \$23.55 for the rental period starting January 1, 2026, and ending January 31, 2026, the Tenant took steps to remedy their breach as soon as it came to their attention, and has since maintained their rent payments at the correct amount for the rental period starting March 1, 2026, and ending April 30, 2026 (Exhibits 2 and 5). I accept that this shortfall was related to a miscommunication between the Tenant and the individuals providing them with assistance.
28. While I can appreciate the Landlord's frustrations in having to multiply proceedings throughout the course of a tenancy to ensure that they receive the rent that they are owed in full and on time (Exhibit 7), I do not find that imposing an order through which the Tenant would be required to pay the lawful monthly rent, in full and on time, for the remainder of the tenancy, failure of which could lead to the Landlord applying to the Board – with no further notice to the Tenant - under section 78 of the *Residential Tenancies Act, 2006* for an order terminating the tenancy and evicting the Tenant, within thirty (30) days of the Tenant's default to be appropriate.
29. Indeed, having such a sword of Damocles hanging over the Tenant for the remainder of the tenancy would not be proportionate to their more recent conduct and the breach of the order LTB-L-102413-24, issued on April 15, 2025, especially when taking into consideration their payment history since the month of May 2025 (Exhibits 2 and 5).

30. As evictions are remedies of last resort,¹ and as I am satisfied that the Tenant has the financial means to pay the Landlord the lawful monthly rent in full and on time, I find that the Tenant should be given another opportunity to continue the tenancy, provided that they meet the conditions set out below.

It is ordered that:

1. The motion to set aside the order LTB-L-004837-26, issued on February 3, 2026, is granted.
2. The order LTB-L-004837-26, issued on February 3, 2026, is set aside and cannot be enforced.
3. The previous order LTB-L-102413-24, issued on April 15, 2025, is amended as follows:
4. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below
5. On or before May 31, 2026, the Tenant shall pay the Landlord the lawful monthly rent for the rental period starting May 1, 2026, and ending May 31, 2026.
6. Starting June 1, 2026, and continuing through to December 31, 2026, the Tenant shall pay the Landlord the lawful monthly rent in full and on time, as it becomes due on the first (1st) day of the month.
7. If the Tenant fails to make any one of the payments in accordance with paragraphs 5 and 6 of this order, the Landlord may, within thirty (30) days of the breach and without notice to the Tenant, apply to the Board under section 78 of the *Residential Tenancies Act, 2006* for an order terminating the tenancy and evicting the Tenant.

May 21, 2026
Date Issued

Alexandre Traboulsi
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.

¹ *Toronto Community Housing Corp. v. Thompson*, [2003] O.R.H.T.D. No. 145.