



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-008396-26

In the matter of: 408-600 Lolita Gdns.
Mississauga, ON L5A3K8

Between: Park Property Management Inc. Landlord

And

Omar Zaman Tenant
Shamaila Qamer

Park Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Omar Zaman and Shamaila Qamer (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on April 20, 2026.

The Landlord's Representative, Anita Sada, the Tenant's Representative, Zeinab Zaman, and the Tenant attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of the hearing.

The parties met privately prior to the hearing to resolve the matter but were unable to reach an agreement.

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 \$2,562.50. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$84.25. This amount is calculated as follows: $\$2,562.50 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The uncontested rent arrears owing to April 30, 2026, are \$12,742.61.
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 \$2,562.50 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 \$20.79 is owing to the Tenant for the period from December 1, 2025, to April 20, 2026.

Relief from Eviction

10. 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, and find that it would not be unfair to postpone the eviction until May 10, 2026 pursuant to subsection 83(1)(b) of the Act.
11. The Landlord's Representative submitted that the Tenant fell into rental arrears beginning in December 2025. The Landlord made multiple attempts to notify the Tenant of the outstanding balance and to seek payment arrangements, including: a letter several weeks prior to mailing the N4 Notice of Termination; monthly reminder letters in January, February, March and April 2026; and an email sent to the Tenant prior to the hearing attaching the L1/L9 Information Update. Despite these efforts, the Tenant did not respond, and no payments have been made since the arrears began. In light of the Tenant's failure to make payments or communicate with the Landlord, the Landlord's Representative requested a standard eviction order.
12. The Tenant testified that she resides in the rental unit with her two minor children. She stated that her ex-husband had previously been responsible for paying the monthly rent and household expenses, but abruptly stopped making those payments without notice, leaving her unable to pay the rent. The Tenant initially stated that she wished to preserve the tenancy but was unable to propose a payment arrangement. She stated that her monthly income is \$2,700.00

consisting of \$1,400.00 from the Canada Child Benefit, and \$1,300.00 from Ontario Works benefits.

13. Based on the disclosed income, I find that the Tenant does not have sufficient financial capacity to meet his ongoing monthly obligations while also repaying the arrears. As the Tenant was unable to demonstrate the financial capacity to sustain the tenancy, I concluded that the tenancy could not be preserved. I explained to the parties that the Tenant's current financial circumstances do not support the viability of the tenancy.
14. In light of the Tenant's inability to propose a payment plan based on her stated monthly income, the Tenant requested an extended termination date of May 10, 2026. I discussed with the parties a delayed termination date of May 10, 2026, however, considering the order issuance date, a standard 11-day order with a termination date of June 6, 2026, has been issued.

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:**
 - \$15,491.11 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$18,053.61 if the payment is made on or before June 6, 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 6, 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 6, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,467.82. 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 \$84.25 per day for the use of the unit starting April 21, 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 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 7, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 6, 2026, then starting June 7, 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 7, 2026.

May 26, 2026
Date Issued

Ken Audziss
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 7, 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	\$15,305.11
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,491.11

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 6, 2026

Rent Owing to June 30, 2026	\$17,867.61
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,053.61

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

Rent Owing to Hearing Date, April 20, 2026	\$11,865.11
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,562.50
Less the amount of the interest on the last month's rent deposit	- \$20.79
Total amount owing to the Landlord	\$9,467.82
Plus, daily compensation owing for each day of occupation starting April 21, 2026	\$84.25 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	