



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-021703-26

In the matter of: GROUND UNIT, 30 HICKORYNUT DRIVE
NORTH YORK ON M2J 4W5

Between: Lei Dong
Guihua (Jenny) Yuan Landlords

and

Ibrahim Mohammad Mustafa Bani Nasr Tenant

Lei Dong and Guihua (Jenny) Yuan (the 'Landlords') applied for an order to terminate the tenancy and evict Ibrahim Mohammad Mustafa Bani Nasr (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 19, 2026. The Landlords and their representative, Yun Tao Li, attended the hearing. The second named, Deeksha Sharma, also attended the hearing.

As of 2:58 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

Preliminary Issue – Tenant Deeksha Sharma

1. The N4 notice and L1 application lists Ibrahim Mohammad Mustafa Bani Nasr and Deeksha Sharma as Tenants. At the hearing, the Landlord's representative requested to remove Deeksha Sharma from the application because she was not in possession of the rental unit when the application was filed. Deeksha Sharma testified that she moved out of the rental unit on November 28, 2025 as a result of her work permit expiring.
2. Although Deeksha Sharma attended the hearing, the Landlord's representative indicated that the Landlord is seeking this application to only proceed in against Ibrahim Mohammad Mustafa Bani Nasr and for Deeksha Sharma to be removed.
3. Subsection 87(1.1) of the *Residential Tenancies Act, 2006* (Act) provides the Board with jurisdiction to order rent arrears against tenants no longer in possession of the rental unit if the application is made no later than one year after the tenant vacated. While the application was filed within one year period, the Board must ensure that the proceeding is conducting in a manner that is procedurally fair.

4. In this case, Deeksha Sharma vacated on November 28, 2025 prior to the N4 notice being served on February 19, 2026 and the L1 application being issued on March 9, 2026. Accordingly, I find that Deeksha Sharma was not given an adequate opportunity to know the issues in the application and is therefore removed as a party.

L1 Application- Tenant Ibrahim Mohammad Mustafa Bani Nasr

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$2,200.00. It is due on the 1st day of each month. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows:
 $\$2,200.00 \times 12$, divided by 365 days.
8. The Tenant has not made any payments since the application was filed. The rent arrears owing to May 31, 2026 are \$12,200.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,200.00 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. Interest on the rent deposit, in the amount of \$72.59 is owing to the Tenant for the period from January 1, 2025 to May 19, 2026.

Relief from Eviction

11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
12. The Landlords sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order. The parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlords were not aware of any reason to delay or deny eviction. As the Tenant did not attend, no other circumstances were presented to me. I did not have any evidence on which I could consider ordering a payment plan nor in the circumstances was I satisfied it was fair to extend the date for eviction without indication from the Tenant that they still wish to preserve the tenancy.

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 Board in trust:

- \$12,386.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$14,586.00 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 Board 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 \$9,287.68. 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 \$72.33 per day for the use of the unit starting May 20, 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. 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

Adeela Alvez
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	\$12,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,386.00

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

Rent Owing To June 30, 2026	\$14,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,586.00

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

Rent Owing To Hearing Date	\$11,374.27
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$72.59
Total amount owing to the Landlord	\$9,287.68
Plus daily compensation owing for each day of occupation starting May 20, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	