



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Al Salim v SOWDEN, 2026 ONLTB 43789

Date: 2026-06-05

File Number: LTB-L-005570-26-RV

In the matter of: 735 BRITTANIC RD
Ottawa ON K2V0N7

Between: Raghad Al Salim Landlord
Mohammed Al Rubaye

And

CHANTAL SOWDEN Tenant

Review Order

Raghad Al Salim and Mohammed Al Rubaye (the 'Landlord') applied for an order to terminate the tenancy and evict CHANTAL SOWDEN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The hearing was held on March 30, 2026. This application was resolved by order LTB-L-005570-26 issued on April 10, 2026.

On May 20, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On May 21, 2026 interim order LTB-L-005570-26-RV-IN was issued, staying the order issued on April 10, 2026.

This application was heard by videoconference on June 1, 2026.

The Landlord's Legal Representative, Lorenzo Patino, the Landlord, and the Tenant attended the hearing.

The Tenant spoke to tenant duty counsel.

Review Hearing Determinations:

1. The Tenant requested a review of the Board's order on the ground that she was not reasonably able to participate in the hearing. The review of order LTB-L-0005570-26 issued on April 10, 2026 is granted.

2. At the hearing, the Tenant indicated she was unable to participate at the hearing because of medical issues. The Tenant testified that she did initially log into the hearing on March 30, 2026, however logged out shortly after due to her hypertension and her hyperventilating and sought emergency medical treatment.
3. The Tenant also testified that she asked the Landlord for an adjournment in an email the Friday prior to the hearing due to her having to attend a medical appointment, and that the Landlord denied her request for an adjournment. There was no evidence presented to the Board that the Tenant had a medical appointment the date of the hearing.
4. The Landlord disputed the Tenant's request to grant a review as the Tenant was present at the hearing on April 10, 2026, but logged out. The Landlord feels the Tenant had ample time to file the request to review and made the request the day before the sheriff's eviction was to take place and that the Tenant is delaying the proceedings.
5. The Tenant uploaded into evidence a medical certificate indicating that the Tenant attended the Queensway Carlton emergency department on March 30, 2026, the date of the hearing. The Landlord did not dispute this fact.
6. In *King-Winton v. Doverhold Investments Ltd.*, [2008] O.J. No. 4697 (Ont. Div. Ct.), the Divisional Court stated that, "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less".
7. I am satisfied that the Tenant was not reasonably able to participate in the proceedings because she was having medical issues that required her to attend the hospital emergency department.
8. As a result of my decision, I cancelled order LTB-L- LTB-L-005570-26 issued on April 10, 2026 and proceeded to hear the Landlord's L1 application.

L1 Application 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 \$5,00.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$164.38. This amount is calculated as follows: \$5,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to June 14, 2026 are \$23,000.00.
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 \$3,250.00 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 \$303.96 is owing to the Tenant for the period from July 15, 2022 to June 1, 2026.

Relief from Eviction

10. The Landlord is requesting a standard 11-day eviction order. The Landlord testified that the large amount of rent arrears has caused her serious financial hardship. Because of the financial difficulties the Landlord is facing, this has caused her a great deal of health issues including stress and anxiety. The Landlord testified she needed to take time off work because of it. The Landlord has tried to arrange a repayment plan with the Tenant, but the Tenant never complied with any payment arrangement.
11. The Tenant lives at the rental unit with her 11-year-old daughter. The Tenant is facing ongoing and serious health issues that require specialist appointments and has had to cease work because of it. Because she is not working, the Tenant is unable to make any rent payments to the Landlord. The Tenant acknowledges that she needs to vacate the rental unit, however, asks for a date of termination for September 2026.
12. Due to the high amount of arrears owing and the fact that the Tenant acknowledges she is unable to make any further rent payments and the prejudice that has on the Landlord, and also taking into consideration the Tenant's health issues, I will delay the eviction to June 30, 2026, to afford more time for the Tenant to move out of the rental unit. 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 postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The request to review order LTB-L-005570-26 issued on April 10, 2026 is granted. The order is cancelled and replaced with the following order:
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$23,186.00 if the payment is made on or before June 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$28,186.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

4. 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 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **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 30, 2026.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,590.88. 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.
7. The Tenant shall also pay the Landlord compensation of \$164.38 per day for the use of the unit starting June 2, 2026 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 July 1, 2026.

June 5, 2026
Date Issued

Paula West Oreskovich
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 January 1, 2027 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 June 14, 2026

Rent Owing To June 14, 2026	\$23,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$23,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To July 14, 2026	\$28,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$28,186.00

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

Rent Owing To Hearing Date	\$20,958.84
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,250.00
Less the amount of the interest on the last month's rent deposit	- \$303.96
Total amount owing to the Landlord	\$17,590.88
Plus daily compensation owing for each day of occupation starting June 2, 2026	\$164.38 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	