



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

**File Number:** LTB-L-024645-26

**In the matter of:** 608, 71 THORNCLIFFE PARK DR  
EAST YORK ON M4H1L3

**Between:** IMH Pool XX LP - CO MetCap Living Management Inc Landlord

**And**

Nazish Rasheed Mughal Tenants  
Abdul Rehman

IMH Pool XX LP - CO MetCap Living Management Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Nazish Rasheed Mughal and Abdul Rehman (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 26, 2026.

The Landlord's Legal Representative, Prarthana Bhat, and the Tenants attended the hearing.

### **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 \$2,747.29. It is due on the 1<sup>st</sup> day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$90.32. This amount is calculated as follows: \$2,747.29 x 12, divided by 365 days.
5. The Tenant has made 3 payments to a total sum of \$5,297.00 since the application was filed.
6. The rent arrears owing to are \$5,341.32.

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 \$2,747.29 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 \$52.88 is owing to the Tenant for the period from July 25, 2025, to June 30, 2026.

Relief from Eviction:

10. Pursuant to subsection 83(2) of the Residential Tenancies Act, 2006 (the "Act"), the Board is required to consider "all of the circumstances" to determine whether or not it would be unfair to refuse eviction, delay eviction or put in place some sort of conditional order.
11. The Landlord seeks a standard order with no delay in eviction.
12. The Landlord's Legal Representative submitted that the Landlord had made several attempts to make a payment plan with the Tenants for the outstanding arrears but had very little success.
13. Furthermore, the Landlord's Legal Representative submitted that the Tenants told her that moving forward, they would be unable to make the full monthly rent payments. The Tenants did not dispute this. Consequently, the Landlord's Legal Representative feels that it would be reasonable to terminate the tenancy and evict the Tenants.
14. The Tenants wish to preserve the tenancy but testified that they are unable to work currently. One Tenant is a student and therefore does not make any financial contributions, and the other Tenant is an Uber driver. Due to the increase in gas prices, his income has decreased and a month ago his car broke down. The car has not been repaired and therefore this Tenant has been unable to work.
15. The Tenants testified that 3 payments totalling to an amount of \$5,297.00 towards the rental arrears had been made on May 25, 2026, via the Landlord's online portal. The Landlord's Legal Representative stated she has not yet received confirmation that these payments have been received by the Landlord, but the Tenant did share the screenshots confirming his payments had been received successfully. These screenshots were shared with me and the Landlord's Legal Representative during the hearing.
16. When asked how the Tenants will clear the balance of the outstanding arrears, they responded that they would clear this in installments but were unable to provide a timeline or an actual payment plan.
17. The Tenants asked for time to pay the balance of the arrears, so that they could seek assistance from rent banks and other such resources, but the Landlord's Legal Representative responded by stating that these actions should have been taken much

earlier and they should have worked with the Landlord to come up with a feasible payment plan.

18. Given all the evidence and submissions before me, I am satisfied that it would be unfair to grant relief from eviction. The Tenants are unable to make the rent payments and are unable to put forth a viable payment plan to pay the outstanding arrears. Furthermore, it appears they do not have the means to meet the monthly rent payment obligations. While I accept the Tenants are having financial challenges, they have not taken the necessary steps to seek assistance in a timely manner. This tenancy, in my view, is just not viable any longer and to prolong it would be prejudicial to the Landlord and unfair to the Tenants as the arrears are surmounting.
19. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Landlord's several attempts to negotiate a repayment agreement with the Tenants, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$8,274.61 if the payment is made on or before June 28, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after June 28, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 28, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$5,527.32. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$90.32 per day for the use of the unit starting until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 29, 2026, at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before June 28, 2026, then starting June 29, 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 29, 2026.

**June 17, 2026**

**Date Issued**

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**Farzana Kanji**

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 29, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 28, 2026**

|                                                          |                   |
|----------------------------------------------------------|-------------------|
| Rent Owing To June 30, 2026                              | \$8,088.61        |
| Application Filing Fee                                   | \$186.00          |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$8,274.61</b> |

**B. Amount the Tenants must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$5,341.32           |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$2,747.29         |
| <b>Less</b> the amount of interest owed on the last month's rent deposit                                            | -\$52.88             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$2,727.15</b>    |
| Plus daily compensation owing for each day of occupation starting                                                   | \$90.32<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |