



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

File Number: LTB-L-020772-26

In the matter of: 983 HURON ST
LONDON ON N5Y4K5

Between: London and Middlesex Community Housing Landlord

And

Haswa Younan Tenant

London and Middlesex Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Haswa Younan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 4, 2026.

Only the Landlord's Representative, Corrie Sanford, attended the hearing.

As of 10:01 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord's Legal Representative submitted that she is unaware as to why the Tenant is not in attendance as the Tenant had his son present at the last hearing date in his absence. The Landlord's Legal Representative spoke with the Tenant's daughter on June 2, 2026 and explained the application and advised the Tenant's daughter of the hearing date, payment arrangements, and asked for proof of hospital documentation to support the Tenant was in the hospital. In addition, the Landlord's Legal Representative submitted that a notice of hearing and L1/L9 update was provided on June 1, 2026, which was dropped off in the Tenant's mailbox.
2. At the last hearing date on May 20, 2026, I canvassed if the parties were available on June 4, 2026, and 9:00am to have this matter come back before me, which the Tenant's son and the Landlord's Legal Representative agreed. At the hearing date on May 20, 2026, I directed the Tenant's son to provide documentation to support the Tenant was in the hospital before the hearing date of June 4, 2026, which the Tenant's son agreed, but has failed to do so.

3. Therefore, I was satisfied to proceed on the matter uncontested because the Tenant ought to have known about this hearing date, or at least his son ought to have known as he agreed to have this matter come back on June 4, 2026, at 9:00am. In addition, there has been no documentation provided to support that the Tenant has been in the hospital.
4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$754.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$24.79. This amount is calculated as follows: $\$754.00 \times 12$, divided by 365 days.
8. The Tenant has paid \$1,582.00 to the Landlord since the application was filed.
9. The rent arrears owing to June 30, 2026, are \$3,668.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$116.13 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.
12. Interest on the rent deposit, in the amount of \$1.04 is owing to the Tenant for the period from January 1, 2026, to June 4, 2026.
13. The Landlord's Legal Representative sought a delayed termination to July 15, 2026, to allow the Tenant an opportunity to satisfy the arrears.
14. 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 July 15, 2026 pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$3,854.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$4,608.00 if the payment is made on or before July 15, 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 July 15, 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 July 15, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,081.99. 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 \$24.79 per day for the use of the unit starting June 5, 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 July 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 16, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 15, 2026, then starting July 16, 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 July 16, 2026.

June 15, 2026
Date Issued

Samantha Greaves
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 16, 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 30, 2026

Rent Owing to June 30, 2026	\$5,250.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,582.00
Total the Tenant must pay to continue the tenancy	\$3,854.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 15, 2026

Rent Owing to July 31, 2026	\$6,004.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,582.00
Total the Tenant must pay to continue the tenancy	\$4,608.00

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

Rent Owing to Hearing Date	\$4,595.16
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,582.00
Less the amount of the last month's rent deposit	- \$116.13
Less the amount of the interest on the last month's rent deposit	- \$1.04
Total amount owing to the Landlord	\$3,081.99
Plus, daily compensation owing for each day of occupation starting June 5, 2026	\$24.79 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	