



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

File Number: LTB-L-017372-26

In the matter of: ROOM 7, 74 CARDILL CRES
WATERLOO ON N2L3Y8

Between: Minhaz Khan Landlord

And

Omer Siddiqui Tenant

Minhaz Khan (the 'Landlord') applied for an order to terminate the tenancy and evict Omer Siddiqui (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 5, 2026.

Only the Landlord's legal representative, Lily Xu attended the hearing.

As of 2:00 p.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:

Preliminary Issue

1. At the hearing, the Landlord's representative requested that the application be amended to reflect the amount of arrears outstanding as of the date the application was filed. The application claimed arrears of \$1,800.00 to February 28, 2026. The Landlord's representative submitted that the amount of arrears outstanding as of the filing date was in fact \$1,250.00 to February 28, 2026.
2. The Landlord's representative further submitted that the amount claimed in the N4 Notice of Termination was accurate and that the amended application and L1/L9 Update Sheet were served on the Tenant on April 28, 2026, both accurately outlining the arrears owing.
3. I am satisfied that the requested amendment is appropriate. The amendment reduces the amount of arrears claimed and does not alter the nature of the application, the relief sought, or the issues to be determined at the hearing. The Tenant was provided with notice of the amended claim through service of the amended application and L1/L9 Update

Sheet prior to the hearing. The Tt also chose not to attend the hearing to provide any submissions on the amount owing or the amendment.

4. I find that the Tenant would suffer no prejudice as a result of the amendment. The amendment narrows, rather than expands, the Landlord's claim and reduces the amount sought from the Tenant. Accordingly, I grant the Landlord's request and amend the application to reflect arrears owing in the amount of \$1,250.00 to February 28, 2026.

N4 Notice of termination

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 \$600.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to May 31, 2026 are \$3,050.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$550.00 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.
13. Interest on the rent deposit, in the amount of \$7.88 is owing to the Tenant for the period from August 30, 2025 to May 5, 2026.
14. 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 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 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:**
 - \$3,836.00 if the payment is made on or before June 26, 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 26, 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 26, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,186.77. 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 \$19.73 per day for the use of the unit starting May 6, 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 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 27, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 26, 2026, then starting June 27, 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 27, 2026.

June 15, 2026
Date Issued

Christina Philp
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 27, 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 June 26, 2026

Rent Owing To June 30, 2026	\$3,650.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$3,836.00

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

Rent Owing To Hearing Date	\$2,558.65
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$550.00
Less the amount of the interest on the last month's rent deposit	- \$7.88
Total amount owing to the Landlord	\$2,186.77
Plus daily compensation owing for each day of occupation starting May 6, 2026	\$19.73 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	