



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

File Number: LTB-L-106785-25

In the matter of: 1321 CARTMER WAY
MILTON ON L9T6J9

Between: Maria Khoushnood Landlords
Sumair Mohammad Khan

And

Behzad Khan Tenants
Moniba Bashir

Maria Khoushnood and Sumair Mohammad Khan (the 'Landlords') applied for an order to terminate the tenancy and evict Behzad Khan and Moniba Bashir (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 13, 2026.

The Landlord's agent, Mian Muhammad Abubaqr, the Landlords and the Tenants attended the hearing.

Determinations:

Amending the application

1. At the hearing, I raised a preliminary issue regarding the identification of the Landlords in the application. The application identified the Landlord as "mian", whereas the N4 Notice of termination (the 'N4 Notice') identified the Landlords as Maria Khoushnood and Sumair Mohammad Khan.
2. The Landlord's agent submitted that the discrepancy resulted from a clerical error at the time the application was filed and acknowledged that the Landlords were not correctly identified in the application.
3. The Tenants attended the hearing and demonstrated an understanding of the identity of the Landlords under the tenancy agreement. The N4 Notice correctly identified the Landlords as Maria Khoushnood and Sumair Mohammad Khan. The Tenants did not object to amending the application to reflect the names of the Landlords as set out in the tenancy agreement and the N4 Notice.

4. I am satisfied that the error in the application was clerical in nature and that no prejudice would result to the Tenants if the application is amended. The Tenants received proper notice of the proceedings, were aware of the identity of the Landlords, and had a full opportunity to participate in the hearing. Accordingly, the application is amended to identify the Landlords as Maria Khoushnood and Sumair Mohammad Khan.

N4 Notice of termination

5. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
6. As of the hearing date, the Tenants were still in possession of the rental unit.
7. The lawful rent is \$3,100.00. It is due on the 1st day of each month.
8. The Tenants have paid \$8,800.00 to the Landlords since the application was filed.
9. The rent arrears owing to May 31, 2026 are \$15,300.00.
10. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. Accordingly, the total amount the Tenants owe the Landlords is \$15,486.00.

Relief from eviction

12. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
13. The Landlords requested a standard eviction order and submitted that the rental arrears are substantial. The Landlords testified that the ongoing non-payment of rent has caused financial hardship and has affected the Landlords' ability to meet the financial obligations associated with the rental property, as well as their personal financial commitments.
14. The Tenant, Behzad Khan ('BK'), testified that he experienced a loss of employment in 2024 and subsequently his position changed at a lower rate of pay. BK testified that this reduction in income contributed to the accumulation of the rental arrears. He further testified that he is now employed full-time and is in a position to repay the arrears while continuing to pay the lawful monthly rent as it becomes due.

15. BK testified that he resides in the rental unit with his spouse and their three children, who are approximately 9 months, 3 years, and 5 years of age.
16. Although the Landlords expressed concerns regarding the Tenants' ability to comply with a repayment arrangement, BK proposed a payment plan pursuant to which the arrears would be paid in full by August 15, 2026. The proposed plan requires payments of \$3,000.00 on June 15, 2026 and July 15, 2026, additional payments of \$3,000.00 together with the lawful monthly rent due on July 1, 2026 and August 1, 2026, and a final payment of \$3,486.00 on August 15, 2026.
17. BK testified that his household receives a minimum monthly income of approximately \$7,500.00 derived from his commission-based employment and Canada Child Benefit payments, with the potential to earn additional income. BK further testified that the household's monthly expenses are approximately \$4,699.00, including rent, groceries, utilities, internet, cellular services, credit card obligations, and other household expenses.
18. At the hearing, BK was unable to provide documentary evidence confirming his current income. Given that the Tenants were seeking relief from eviction based on their ability to comply with a proposed repayment plan, I provided the Tenants with an opportunity to submit post-hearing evidence regarding BK's income and employment. In response, the Tenants submitted a letter dated May 14, 2026, from Ken Diab, General Manager of Downtown Autogroup, indicating that BK's annual income is approximately \$120,000.00, inclusive of commissions, bonuses, and other employment-related compensation. The letter was prepared on Downtown Autogroup letterhead but was not signed. The Tenants also submitted T4 slips for the 2023 and 2024 taxation years. While the T4 slips do not establish BK's current income, they provide evidence of his recent employment history and earning capacity. The information contained in the letter is generally consistent with BK's testimony regarding his employment and anticipated earnings.
19. I accept BK's evidence that the arrears arose following a period of employment instability and reduced income and that his financial circumstances have since improved. In assessing the Tenants' request for relief from eviction, I have considered BK's sworn testimony together with the post-hearing documentary evidence. Although the employer letter is unsigned and therefore carries less evidentiary weight than a signed document, I note that it was prepared on the employer's letterhead and identifies the author as the General Manager of Downtown Hyundai. In the absence of any evidence challenging the authenticity of the document, I am satisfied that it provides some support for BK's evidence regarding his current employment and anticipated income. I have also considered the T4 slips for 2023 and 2024, which demonstrate a recent employment history and support BK's evidence that he has historically earned income at a level that would enable him to meet the obligations of the proposed payment plan. While the documentary evidence is not conclusive of BK's current income, when considered together with his sworn testimony, I am satisfied on a balance of probabilities that the Tenants have a reasonable ability to comply with

the proposed repayment schedule. There was no evidence before me contradicting BK's testimony or suggesting that the information contained in the post-hearing submissions was inaccurate.

20. I have also considered the reasonableness of the proposed repayment plan. The plan provides for the repayment of the arrears over a relatively short period of time and results in the arrears being paid in full by August 15, 2026. Based on the evidence regarding BK's current employment and household finances, I am satisfied that the proposed payments are achievable.
21. The prejudice to the Landlords if relief is granted is significant. The Landlords have been deprived of rent for an extended period and testified that the arrears have negatively affected their ability to meet their financial obligations. However, the proposed payment plan provides for substantial payments toward the arrears over a short timeframe and offers the Landlords a realistic prospect of recovering the full amount owing without the delay and uncertainty that may accompany enforcement proceedings following an eviction.
22. The prejudice to the Tenants if relief is denied is also significant. The Tenants have three very young children and would face the loss of their housing despite evidence that the circumstances that contributed to the arrears have improved. Given the current housing market and the ages of the children residing in the rental unit, eviction would likely result in considerable hardship for the household.
23. Having weighed all of the circumstances, I find that it would not be unfair to grant the Tenants relief from eviction on the terms of the proposed repayment plan. In my view, the prejudice to the Tenants arising from an immediate eviction outweighs the prejudice to the Landlords associated with a brief delay in enforcement, particularly where the repayment plan provides for the full payment of the arrears within approximately two months and contains terms that protect the Landlords in the event of default.

It is ordered that:

1. The Tenants shall pay to the Landlords \$15,486.00 for arrears of rent up to May 31, 2026 and costs.
2. The Tenants shall pay to the Landlords the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Amount of Payment
June 15, 2026	\$3,000.00 (arrears and costs)
July 1, 2026	\$3,000.00 (arrears)
July 15, 2026	\$3,000.00

	(arrears)
August 1, 2026	\$3,000.00 (arrears)
August 15, 2026	\$3,486.00 (arrears)

3. The Tenants shall also pay to the Landlords new rent on time and in full as it comes due and owing for the period June 1, 2026 to August 31, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlords pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlords may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

June 10, 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.