



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

File Number: LTB-L-002408-26-AM

In the matter of: 2014, 125 BAMBURGH CIR
SCARBOROUGH ON M1W3G4

Between: SKPM Rents 15 Landlord

And

AMAL MOHAMOUD Tenant
CABDIRISAAQ YUSSUF

AMENDED ORDER

Pursuant to a request from the Landlord the order has been amended to correct a clerical error. Specifically, the order has been amended to include an additional payment of \$1,500.00 thereby clearing the arrears on or before October 2026. Deletions have been struck through and amendments bolden and underlined. Otherwise, the order is unchanged.

SKPM Rents 15 (the 'Landlord') applied for an order to terminate the tenancy and evict AMAL MOHAMOUD and CABDIRISAAQ YUSSUF (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 25, 2026 at 09:00 am.

The Landlord Representative Sara Ginman 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 \$2,397.14. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$78.81. This amount is calculated as follows: $\$2,397.14 \times 12$, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$9,638.02.
7. The Tenants did not contest the arrears owing, testifying they wished to maintain their tenancy. They proposed a payment plan, to include a potential lump sum payment from a non-profit agency upon receipt of this order. Should the plan not be granted they requested a delay of 90 days owing to their minimal means and two adolescent children.
8. The Landlord Representative opposed the plan as proposed requesting the tenancy be terminated citing lack of any effort to pay the rent or the arrears since the application was filed.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,276.96 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.
11. Interest on the rent deposit, in the amount of \$11.00 is owing to the Tenant for the period from January 1, 2026 to March 25, 2026.
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. Specifically, having considered the above submissions I am satisfied that the payment plan proposed may be viable warranting the Tenants the opportunity to maintain their tenancy. Furthermore, should they fail to adhere to the payment plan below, the prejudice to the Landlord will be minimized pursuant to subsection 78 of the *Residential Tenancies Act, 2006* (the "Act").

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues pursuant to the following conditions.
2. The total amount the Tenant owes the Landlord in arrears and costs up to March 31, 2026 is \$9,824.02.
3. The Tenant shall pay the amount at paragraph 2 according to the following schedule:
 - a. Commencing April 25, 2026 and on or before the 25th day of each month until ~~August~~ **September** 25, 2026 - \$1,500.00; and
 - b. On or before ~~September~~ **October** 25, 2026 - \$824.02

4. The Tenant shall also pay the new rent when it comes due in full on or before the 25th day of each month for the period of April 25, 2026 to ~~September~~ **October** 25, 2026.
5. If the Tenant fails 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 Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

April 9, 2026

**Date original order
Issued**

Kelly Delaney

Member, Landlord and Tenant Board

June 11, 2026

**Date Amended order
Issued**

Kelly Delaney

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 October 21, 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.