



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1964848 Ontario Inc v Kiran, 2026, ONLTB 44873

Date: 2026-06-10

File Number: LTB-L-003876-26

In the matter of: Unit 6, 498 WEST ST
BRANTFORD ON N3R3W7

Between: 1964848 Ontario Inc Landlord

And

Muzna Kiran Tenants
Muhammad Shakeel Qamar

1964848 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Muzna Kiran and Muhammad Shakeel Qamar (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 3, 2026.

The Owner of the Landlord Corporation, Jashim Uddin, as well as the Landlord's Representative, Intisar Uddin, attended the hearing. The Tenants were also present at the hearing.

Determinations:

Preliminary Issue: Adjournment Request

1. At the commencement of the hearing the Tenants requested an adjournment of the hearing for the following reasons:
 - a) To file issues a Tenant wishes to raise pursuant to section 82 of the Act; and
 - b) So that the Tenant Muzna Kiran could obtain an interpreter.
2. The Landlord was opposed to the adjournment request.
3. This matter was previously rescheduled by the Board on March 19, 2026, the Tenants have had ample opportunity to serve and file a list of issues a Tenant wishes to raise pursuant to section 82 of the Act and obtained the assistance of an interpreter if required and have failed to do so.
4. With respect to the request to adjourn this matter so that the Tenant Muzna Kiran could obtain an interpreter. The Tenant Muhammad Shakeel Qamar indicated he could provide translation for her.

5. Having considered the factors in Rule 21.8, the reason for the adjournment request, the position of the parties the prejudice to the parties, I am not satisfied that an adjournment is appropriate.
6. Additionally, it should be noted that denial of an adjournment to file section 82 issues does not preclude the Tenants from bringing their own application regarding these alleged issues.

L1 Application

7. 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.
8. As of the hearing date, the Tenants were still in possession of the rental unit.
9. The lawful rent is \$1,880.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$61.81. This amount is calculated as follows: \$1,880.00 x 12, divided by 365 days.
11. The Tenants have paid \$7,714.00 to the Landlord since the application was filed.
12. The rent arrears owing to June 30, 2026, are \$3,946.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,880.00 from the Tenants 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.
15. Interest on the rent deposit, in the amount of \$24.34 is owing to the Tenants for the period from October 22, 2025, to June 3, 2026.
16. 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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
17. The Tenants do not dispute the amount of the arrears owing. They seek an opportunity to maintain the tenancy, but did not suggest a repayment plan for the Board to consider.
18. The Tenant, Muhammad Shakeel Qamar testified that both Tenants receive their income through Ontario Works and that they had not filed their taxes, which reduced the amount that they received to approximately \$1,913.50 per month.
19. He testified that he has since filed his taxes and the Tenants are paying what they can.
20. The Tenants have only resided in the rental unit since October 22, 2025 along with their two school age children.

21. The Landlord seeks termination of the tenancy as soon as possible due to the amount of arrears owing that have accumulated over the period of the short tenancy.
22. 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. The Tenants' monthly income is \$1,913.50 while the monthly rent is \$1,880.00, leaving the Tenants \$33.50 for monthly expenses. However, the Tenants shall be granted a slight delay in eviction to permit their children to finish out the school year at their current school without disruption. Although not ideal for the Landlord. The Landlord holds last months rent deposit on behalf of the Tenants which can mitigate any prejudice the slight delay may cause.

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:**
 - \$4,132.00 if the payment is made on or before June 30, 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 30, 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 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$533.09. 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 \$61.81 per day for the use of the unit starting June 4, 2026, 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 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 1, 2026.

June 17, 2026
Date Issued

Sean Ramage
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 1, 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 Tenants 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	\$11,660.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$7,714.00
Total the Tenants must pay to continue the tenancy	\$4,132.00

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

Rent Owing to Hearing Date	\$9,965.43
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$7,714.00
Less the amount of the last month's rent deposit	- \$1,880.00
Less the amount of the interest on the last month's rent deposit	- \$24.34
Total amount owing to the Landlord	\$533.09
Plus, daily compensation owing for each day of occupation starting June 4, 2026,	\$61.81 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	